

LITE DEPALMA GREENBERG & AFANADOR, LLC

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Attorneys for Plaintiff Judy Collins and the Class

JUDY COLLINS, on behalf of herself and all others similarly situated,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: HUDSON COUNTY
	:	
<i>Plaintiff,</i>	:	Docket No. HUD-L-001429-22
	:	
v.	:	
	:	
PROVIDENT BANK,	:	
	:	
<i>Defendant.</i>	:	

**CERTIFICATION OF SOPHIA G. GOLD AND BRUCE D. GREENBERG IN SUPPORT
OF PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS’ FEES, COSTS,
AND SERVICE AWARD**

We, Sophia G. Gold and Bruce D. Greenberg, certify and state that:

We are Class Counsel¹ for the conditionally certified Settlement Class. We submit this Certification in support of Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement And Application for Attorneys’ Fees, Cost, and Service Award. Unless otherwise noted, we have personal knowledge of the facts set forth in this Certification and could and would testify competently to them if called upon to do so.

¹ The capitalized terms herein shall have the same meanings as those defined in Section I of the Settlement Agreement.

BACKGROUND

1. Plaintiff brought this putative class action against Defendant Provident Bank (“Provident” or “Defendant”) for charging Defendant with charging Overdraft Fees on APSN Transactions. The Complaint alleges that, when a customer makes a purchase, Provident Bank initially approves the transaction, “immediately reduces the account holders’ checking accounts by the amount of the purchase, sets aside funds in a checking account to cover that transaction,” but then charges Overdraft Fees if the transaction “purportedly settle[s] days later into a negative balance” due to intervening purchases. Collins challenged at least one Overdraft Fee that she claims was improperly charged using this methodology.

2. Based on these transactions, the Complaint alleges one count for breach of contract and the covenant of good faith and fair dealing and one count for breach of the New Jersey Consumer Fraud Act. The Complaint seeks to represent a putative class of “[a]ll Provident Bank checking account holders who, during the applicable statute of limitations, were charged [O]verdraft [F]ees on transactions that were authorized into a positive available balance.”

3. On June 6, 2022, Defendant removed the case to federal court in the District of New Jersey. See *Collins v. Provident*, Case No. 2:22-cv-03422-WJM-CLW (D.N.J.) at Dkt. 1. Plaintiff filed a motion to remand back to this Court on July 5, 2022.

4. The federal court denied Plaintiff’s first motion to remand without prejudice and allowed the parties to engage in limited jurisdictional discovery.

5. Plaintiff served Requests for Admissions, Requests for Production of Documents, and Special Interrogatories on Defendant.

6. Defendant responded to Plaintiff’s jurisdictional discovery requests on February 6, 2023.

7. Defendant's document production included an extensive data production, for which Plaintiff enlisted the help of an expert to analyze.

8. Plaintiff filed a renewed motion to remand on March 15, 2023, which the federal court granted on April 4, 2023. *Collins v. Provident*, Case No. 2:22-cv-03422-WJM-CLW (D.N.J.).

9. On May 5, 2023, Provident moved to dismiss the Complaint on two grounds: (1) that Collins's claims were barred because she did not comply with her account agreement's notice and cure requirements; and (2) that Collins's account agreement unambiguously authorized the challenged fees. The Court denied Provident's motion to dismiss on June 23, 2023.

10. The parties then began to engage in the process of discovery on the merits of Plaintiff's case.

11. Plaintiff served document requests and interrogatories on Defendant, and Defendant responded to those requests.

12. The Parties met and conferred several times via telephone and email on alleged discovery deficiencies.

13. On May 28, 2024, Class Counsel and Provident's Counsel participated in a mediation before the Honorable Jay C. Gandhi (Ret.), a JAMS mediator (the "Mediation").

14. Prior to the Mediation and for purposes of facilitating a potential settlement of the Litigation, Provident produced a representative sample of Provident Bank transactional data, which Plaintiff's expert reviewed and analyzed again for purposes of understanding classwide damages.

15. At the conclusion of the Mediation, the Parties reached an agreement in principle to resolve the Litigation via a settlement fully, finally, and forever discharging and releasing all

rights and claims of the Settlement Class Members on the terms — subject to a mutually acceptable written settlement agreement and preliminary and final approval by the Court as required by Rule 4:32-2 of the New Jersey Rules of Court. A true and accurate copy of the Settlement Agreement eventually entered into by the parties is attached hereto as **Exhibit 1**.

16. The key terms of the Parties' proposed settlement were memorialized in a term sheet executed by the Parties on May 28, 2024 (the "Settlement Term Sheet").

17. On June 3, 2024, the Parties advised the Court by letter that they had reached a settlement in principle and asked for a suspension of all deadlines.

18. Plaintiff then submitted a motion for Preliminary Approval and on October 11, 2024, the Court granted that motion.

19. Class Counsel expended significant resources researching and developing the legal claims at issue. They are familiar with the claims as they have litigated and resolved other fee claims with similar factual and legal issues. Class Counsel has experience in understanding the damages at issue, the information critical to determine class membership, and the necessary data to calculate each Settlement Class Member's damages.

20. Class Counsel, along with its data analysis expert, spent a significant amount of time analyzing data regarding Provident Bank's fee revenue related to the assessment of the APSN Transactions at issue. The Parties conferred regarding the calculations' accuracy, with Provident Bank retaining its own expert. Prior to the Mediation, Class Counsel and Plaintiff's expert used this data to analyze the damages at issue.

21. Under the Settlement, Provident Bank will provide a \$1,850,000.00 Settlement Fund, which represents a significant portion of the estimated classwide damages should Plaintiff have prevailed on every issue at class certification, trial, and on appeal. Under Plaintiff's damages

model, the Settlement represents approximately 52% of actual damages, assuming Plaintiff prevailed on liability.

22. Based on their ample experience in similar cases, Class Counsel endorse the Settlement as fair and adequate.

CLASS COUNSEL EXPERIENCE AND EXPERTISE

23. Class Counsel are highly experienced in complex class action litigation, including consumer disputes involving bank fees, as demonstrated by their firm resumes, and have brought that significant experience to bear in litigating and settling this case.

24. Collectively, Class Counsel has an extensive background in litigating complex, consumer class actions and has litigated and settled numerous federal and state class actions involving deceptive practices.

25. Class Counsel has recovered hundreds of millions of dollars for the classes they have represented.

26. Counsel for both Parties, as highly experienced trial attorneys and class counsel, are confident in the terms of the Settlement after expending a significant amount of time engaging in informed negotiations.

KalielGold PLLC

27. KalielGold PLLC (“KG”) has extensive experience in consumer protection class actions in both state and federal court. KG’s tenacity is frequently reflected in the results it achieves for the classes it represents. *See, e.g., Roberts v. Capital One*, No. 16-cv-04841 (S.D.N.Y.) (approving \$17 million settlement and noting “The settlement is the product of more than four years of litigation and negotiation, and appears to be a fair reflection of the strength of each constituency’s case”); *Perks v. TD Bank*, Case No. 18-cv-11176 (approving \$41.5 million

settlement). Recently, KG achieved a groundbreaking \$75,000,000 settlement for class members in *Morris et al. v. Bank of America, N.A.*, No. 18-cv-00157 (W.D.N.C.), a case in which it was co-lead counsel.

28. Sophia Gold is a graduate of the University of California, Berkeley, School of Law and a member in good standing of the District of Columbia Bar and the State Bar of California. She has won contested motions for class certification; briefed, argued, and overturned dispositive lower court rulings at the federal appellate level; and worked extensively with economics and information technology experts to build damages models. She has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members. She and her firm have successfully resolved numerous class actions resulting in significant relief for millions of class members.

29. Courts have routinely commended KG's work. *E.g.*, *Hinton v. Atlantic Union Bank*, No. 20-cv-00651 (E.D. Va.) ("Class Counsel's expertise, perseverance, and skill allowed them to obtain an excellent result for the Settlement Class."); *Kelly v. Community Bank*, No. 18-cv-00919 (N.D.N.Y.) (determining Class Counsel to be "qualified, experienced, and able to conduct the litigation of this Action"); *Gonzalez v. Banner Bank*, No. 20-cv-05151 (E.D. Wa.) (Class counsel "were diligent in their representation of the Class"); *Lambert v Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.) (Class Counsel's "tenacity in the face of significant risk and complexity allowed to achieve an outstanding recovery that provides substantial benefits to Settlement Class Members."); *Walters v. Target Corporation*, No. 16-cv-01678 (S.D. Cal.) ("It is undisputed that Class Counsel achieved this result through tenacity and skill in presenting novel and complex legal issues."); *Figueroa v. Capital One, N.A.*, No. 18-cv-00692 (S.D. Cal.) (praising Class Counsel for the "very positive result achieved for the class" in a case involving a

“novel legal issue”); *White v Members 1st Credit Union*, No. 19-cv-00556 (M.D. Pa.) (finding Class Counsel to be “highly trained in class action law and procedure” and noting their “ability to negotiate the instant Settlement at the early stages of this litigation demonstrates their high level of skill and efficiency”); *Perks v Activehouse d/b/a Earnin*, No. 19-cv-05543 (N.D. Cal.) (“Class Counsel have substantial experience in litigating and settling consumer class actions.”). The foregoing cases are only a small sample of the numerous class actions KG attorneys have litigated successfully in state and federal courts across the country.

30. Ms. Gold’s biography and experience are further detailed in the firm’s resume, attached hereto as **Exhibit 2**.

Lite DePalma Greenberg & Afanador, LLC

24. The firm resume of Lite DePalma Greenberg & Afanador, LLC (“LDGA”), including biographical information for Bruce D. Greenberg, and a listing of cases demonstrative of LDGA’s experience and success in class action litigation is attached as **Exhibit 3**. Additional such information appears on LDGA’s website, www.litedepalma.com.

THE REQUESTED FEE IS REASONABLE

25. Class Counsel has not been paid for their extensive efforts in securing the Settlement benefits for the Settlement Class and has not been reimbursed for litigation costs and expenses incurred.

26. The Parties did not discuss attorneys’ fees and costs, nor any potential service award, until they first agreed on the material terms of the Settlement.

27. The total lodestar of all of the law firms that worked on this case is \$195,692, broken down by firm as follows:

- a. KalieGold PLLC – \$153,572

b. Lite DePalma Greenberg & Afanador, LLC – \$42,120

28. The attorneys’ fee request of 33.33% of the Settlement Fund results in a lodestar multiplier of 3.15.

29. The rates and time for the attorneys and support staff at KG who worked on this case are as follows:

Timekeeper	Rate	Hours	Lodestar
Sophia Gold	\$839	91.7	\$76,936.30
Jeff Kaliel	\$948	9.0	\$8,532
Brittany Bertolini	\$839	30.0	\$25,170
Amanda Rosenberg	\$948	29.2	\$27,681.60
Sarah Levin	\$581	21.5	\$12,491.50
Neva Garcia	\$258	10.7	\$2,760.60
Total		192.1	\$153,572

30. These rates are derived from the Adjusted Laffey Matrix, which is published by the D.C. Circuit Court, and which measure prevailing market rates based on seniority in the D.C. area. Courts have acknowledged that the “[t]he Laffey Matrix is used as a guideline for reasonable attorneys’ fees in the Washington/Baltimore area.” *In re Neustar, Inc. Sec. Litig.*, No. 1:14cv885 (JCC/TRJ), 2015 WL 8484438, at *10 n.6 (E.D. Va. Dec. 8, 2015) (internal quotation and citation omitted); *see also Salazar ex rel. Salazar v. D.C.*, 809 F.3d 58, 64 (D.C. Cir. 2015) (confirming that the use of the Adjusted Laffey Matrix for attorneys in Washington, D.C. is appropriate).

31. Additionally, Lite DePalma Greenberg & Afanador, LLC expended 61.4 hours for a lodestar of \$42,120. That lodestar is based on LDGA’s standard rates, including a rate of \$800 per hour for Bruce D. Greenberg, an attorney admitted to the Bar in 1982 who has had vast

experience in state and federal class actions in New Jersey and elsewhere. LDGA has billed and collected Mr. Greenberg's standard rate in hourly matters, and a number of courts in contingent class actions such as this one, including in the Superior Court of New Jersey and the District of New Jersey, have approved that rate. Thus, that rate fairly reflects the market and is appropriately awarded.

32. Class Counsel's lodestar does not include estimated time that will be spent from the date of this declaration forward, which Class Counsel expect will include tasks related to responding to objections if any, attending to class member inquiries, preparing for and attending the Final Approval Hearing, working with the Settlement Administrator, ensuring proper distribution of funds to Settlement Class Members, and any post-Final Approval motions. It is estimated that Class Counsel will spend approximately 50 hours on these tasks.

33. The total costs incurred by all of the law firms in this Action are \$ 41,332.40, broken down by firm as follows

- a. KalielGold PLLC – \$ 41,125.00
- b. Lite DePalma Greenberg & Afanador, LLC – \$ 207.40

34. These costs consist of expert expenses, mediation expenses, and filing expenses. No travel costs were billed.

35. The retention agreement with the Plaintiffs in this Action is a contingent fee agreement. No payment of attorneys' fees would occur in this case but for a fee award in an individual or class settlement.

THE SERVICE AWARD IS REASONABLE

36. The service award will compensate the Class Representative for her time and effort and for the risks she assumed in prosecuting the Action. Specifically, Plaintiff provided assistance

that enabled Class Counsel to successfully prosecute the Action and reach the Settlement, including: (1) locating and forwarding documents and information to Class Counsel; (2) participating in conferences with Class Counsel; and (3) reviewing the settlement documentation.

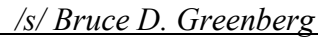
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 31, 2024



SOPHIA G. GOLD

Dated: December 31, 2024



BRUCE D. GREENBERG

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Provident Bank, (“Provident Bank,” “Provident,” or “Defendant,”), on the one hand, and Judy Collins (“Collins” or “Plaintiff”), both individually and on behalf of the Settlement Class (as defined herein), on the other hand, subject to the Court’s preliminary and final approval as required by Rule 4:32-2 of the New Jersey Rules of Court. As provided herein, Provident, Class Counsel (as defined herein), and Plaintiff hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the court of a Final Approval Order and Judgment of Dismissal (as defined herein), all claims of the Settlement Class against Provident in the action currently pending in the Superior Court of New Jersey, Hudson County, as *Judy Collins v. Provident Bank*, Case No. HUD-1429-22 (the “Litigation”), shall be settled, compromised, and dismissed upon the terms and conditions contained herein.

I. RECITALS

The following recitals and the exhibits to this Agreement (“Exhibits”) are material terms of this Settlement Agreement. Capitalized terms as used in these Recitals and the Exhibits hereto shall have the meaning ascribed to them herein and in the Definitions below. This Settlement Agreement is made with reference to, and in contemplation of, the following facts and circumstances:

1. Plaintiff in this Litigation challenges Overdraft Fees (defined below) charged on “Authorize Positive, Settle Negative” checking account transactions (APSN Transactions) (defined below) by Provident Bank.

2. On May 5, 2022, Plaintiff Collins filed a Class Action Complaint (the “Complaint”) in the Superior Court of New Jersey, Hudson County, against Provident Bank. The Complaint alleges that, when a customer makes a purchase, Provident Bank initially approves the transaction, “immediately reduces the accountholders’ checking account by the amount of the purchase, sets aside funds in a checking account to cover that transaction,” (¶ 11), but then charges Overdraft Fees if the transaction “purportedly settle[s] days later into a negative balance” due to intervening purchases. Complaint, ¶ 13. Collins challenged at least one Overdraft Fee that she claims was improperly charged using this methodology. *Id.* ¶ 102. Based on these transactions, the Complaint alleges one count for breach of contract and the covenant of good faith and fair dealing and one count for breach of the New Jersey Consumer Fraud Act. *Id.* ¶¶ 114-25. The Complaint seeks to represent a putative class of “[a]ll Provident Bank checking account holders who, during the applicable statute of limitations, were charged [O]verdraft [F]ees on transactions that were authorized into a positive available balance.” *Id.* ¶ 104.

3. After Plaintiff Collins filed this case, in December 2022, Provident ceased charged Overdraft Fees on APSN Transactions.

4. On May 5, 2023, Provident moved to dismiss the Complaint on two grounds: (1) that Collins’s claims were barred because she did not comply with her account agreement’s notice and cure requirements; and (2) that Collins’s account agreement unambiguously authorized the challenged fees. The Court denied Provident’s motion to dismiss on June 23, 2023.

5. The parties conducted certain discovery, including in connection with a motion for remand.

6. On May 28, 2024, Class Counsel and Provident’s Counsel participated in a full-day, good-faith mediation before the Honorable Jay C. Gandhi (Ret.), a JAMS mediator (the “Mediation”). Prior to the mediation and for purposes of facilitating a potential settlement of the Litigation, Provident produced a

representative sample of Provident Bank transactional data, which Plaintiff's expert reviewed and analyzed for purposes of understanding classwide damages.

7. At the conclusion of the Mediation, the Parties reached an agreement in principle to resolve the Litigation via a settlement fully, finally, and forever discharging and releasing all rights and claims of the Settlement Class Members on the terms as reflected herein—subject to a mutually acceptable written settlement agreement and preliminary and final approval by the Court as required by Rule 4:32-2 of the New Jersey Rules of Court.

8. The key terms of the Parties' proposed settlement were memorialized in a term sheet executed by the Parties on May 28, 2024 (the "Settlement Term Sheet"). This Settlement Agreement supersedes the Settlement Term Sheet.

9. On June 3, 2024, the Parties advised the Court by letter that they had reached a settlement in principle and asked for a suspension of all deadlines.

10. Provident denies any liability or wrongdoing of any kind associated with the alleged claims in the Litigation. Provident has denied and continues to deny all claims asserted or that could have been asserted against it in the Litigation. Nothing herein shall constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Litigation. Nothing herein shall constitute an admission by Provident that the Litigation has been properly brought on a class or representative basis, or that a class or classes may be certified in the Litigation, other than for settlement purposes. To this end, the settlement of the Litigation, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Provident or of the truth of any of the allegations in the Litigation; (ii) are not and shall not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Provident in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

11. This Settlement Agreement resulted from good faith, arm's-length settlement negotiations, including the Mediation. Class Counsel have investigated the facts and the law regarding the Litigation. In connection with the underlying Litigation, Class Counsel and their expert analyzed account data provided by Provident.

12. Based on their investigation, Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Plaintiff and the Class Members (as defined herein) recognizing: (1) the lack of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the Litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the Plaintiff's success on the merits; (5) the range of possible recovery; and (6) the opinions of Class Counsel, Plaintiff, and absent class members.

13. The Parties shall use their best efforts to effectuate this Agreement, including, but not limited to, cooperating in promptly seeking the Court's approval of this Agreement, certification of the Settlement Class, and release by the Releasers of the Released Claims.

14. No Party shall be deemed the drafter of this Agreement or any provision thereof. No presumption shall be deemed to exist in favor of or against any Party as a result of the preparation or negotiation of this Agreement.

15. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the state of New Jersey without regard to conflict of laws principles. If any dispute related to this Settlement Agreement arises, the Parties agree to attempt to resolve the dispute in the first instance via mediation before Judge Gandhi (the “Mediator”).

16. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasers.

17. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same Settlement Agreement.

18. This Agreement may not be modified or amended unless such modification or amendment is in writing executed by the Parties, except as specifically permitted by this Agreement or as ordered by the Court.

19. Where this Agreement requires any Party to provide notice or any other communication or document to any other Party, such notice, communication, or document shall be provided by email or letter by overnight delivery to their Counsel in the Litigation using the mail and email addresses identified in this Agreement.

20. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasers release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms (“Definitions”), as used in this Agreement and the attached Exhibits, apply and shall have the following meanings:

21. “Administrative Expenses” shall mean the expenses associated with the Settlement Administrator and the performance of the Settlement Administrator’s duties hereunder, including but not limited to, costs in providing notice, maintaining the Settlement Website, maintaining or disbursing the Settlement Fund, communicating with Class Members or Counsel for the Parties, and disbursing Cash Award payments to the proposed Settlement Class Members, or disbursing any other payments called for hereunder.

22. “APSN Transactions” shall mean debit card transactions in which a customer’s available account balance was positive at the time the transaction was authorized at Provident Bank, but the customer’s available account balance was negative at the time the transaction settled due to intervening transactions.

23. “Available Balance” means the balance of a customer’s checking account that is the result of the total debit and credit activity (including, without limitation, float, memo-posted debits, memo-posted credits, and holds) as of a specific date and time.

24. “Cash Award” means a cash payment to an eligible Settlement Class Member as described in Section VI of this Agreement.

25. “Challenged Fees” mean Overdraft Fees that Provident Bank charged on alleged APSN Transactions and did not refund during the Class Period.

26. “Class” or “Class Members” means all holders of a personal or business checking account established at Provident Bank, regardless of the state of residence or citizenship of its account holder, who incurred one or more Challenged Fees during the Class Period. “Class” excludes all judicial officers presiding over the Litigation, their staff, and any of their immediate family members, as well as Plaintiff’s counsel and Provident’s officers and employees.

27. “Class Counsel” refers individually and collectively to Bruce D. Greenberg of Lite Depalma Greenberg & Afanador, LLC, and Jeffrey D. Kaliel and Sophia G. Gold of KalielGold PLLC.

28. “Class List” means a confidential (unredacted) compilation of Settlement Class Members, identified by name, mail address, and email address, denoting each Settlement Class Member’s calculated Cash Award amount. The Class List shall be compiled by the Settlement Administrator, using information provided by Provident and/or Provident’s expert as set forth in Section VI, *infra*. The Class List shall be kept and maintained by Provident and Provident’s Counsel, and shall be disclosed only as described in Paragraph 83, *infra*. The Settlement Administrator shall prepare and provide to Class Counsel a redacted, anonymized version of the Class List (“Redacted Class List”) denoting Class Members by a unique identifier number.

29. “Class Period” is defined as May 2, 2016 to and including December 31, 2022.

30. “Class Release” shall have the meaning set forth in Section VII of this Agreement.

31. “Class Representative” or “Plaintiff” refers Judy Collins, the named plaintiff in the Complaint.

32. “Counsel” refers collectively to both Class Counsel and Provident’s Counsel, as defined herein.

33. “Court” shall mean the Superior Court of New Jersey, Hudson County, and the Honorable Joseph A. Turula, J.S.C. and his successors, if any.

34. “De-Identified Notice Database” means a de-identified version of the Notice Database (as defined herein) with the names, email addresses, and mail addresses of Class Members removed such that Members are identifiable solely by reference to the randomly generated numbers associated with each Class Member.

35. “Effective Date” shall mean five (5) business days after all of the following events or conditions have occurred:

- a. the Court has entered a Final order with respect to any attorneys’ fees and expenses to be awarded to Class Counsel, and with respect to any Service Award to Plaintiff, and any such order(s) is/are final and non-appealable;
- b. the time for appeal has expired and no appeal has been timely filed; or the settlement is affirmed on appeal without material change; no other appeal or

petition is pending, and the time period during which any petition for rehearing or certiorari could be filed has expired and relief from the failure to file such a petition is not available; and

c. the Final Approval Order and Judgment of Dismissal are Final as defined herein.

36. “Email Notice” means the notice of proposed class action settlement that will be provided to Provident accountholders who have provided an email address to Provident in accordance with Paragraph 112 of this Agreement, to be approved by the Court, and substantially in the form attached hereto as Exhibit 4.

37. “Escrow Account” means the escrow account established by the Settlement Administrator to hold the Settlement Fund following the Settlement Funding Deadline (defined in Paragraph 68 *infra*).

38. “Execution Date” shall mean the date on which this Agreement is fully executed by all Parties.

39. “Final” means the Final Approval Order and Judgment of Dismissal have been entered on the Court’s docket in the Litigation and: (a) the time to appeal from such order and judgment has expired and no appeal has been timely filed; or (b) (i) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order and Judgment of Dismissal; and (ii) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

40. “Final Approval Hearing” means the hearing before the Court in which Plaintiff will request the Final Approval Order be entered by the Court approving the Settlement Agreement, approving Class Counsel’s request for an award of attorneys’ fees and costs, and approving a Service Award to the Class Representative. The Parties will request that the Court schedule the Final Approval Hearing no fewer than one hundred twenty (120) days after entry of the Preliminary Approval Order.

41. “Final Approval Order and Judgment of Dismissal” shall mean the Final Approval Order and Judgment of Dismissal substantially in the form as shown in Exhibit 2, or as otherwise agreed to by the Parties, to be entered by the Court, granting final approval of the settlement. The Final Approval Order and Judgment of Dismissal shall contain such provisions as set forth in Exhibit 2 and described in Section XIV. The form of the Final Approval Order and Judgment of Dismissal as attached hereto as Exhibit 2 is a material term of this Settlement Agreement.

42. “Provident’s Counsel” or “Defendant’s Counsel” refers to Debra Bogo-Ernst of Willkie Farr & Gallagher LLP and Anthony Valenziano and Anthony Sylvester of Sherman Atlas Sylvester & Stamelman.

43. “Long Form Notice” means the notice of proposed class action settlement that will be posted on the Settlement Website pursuant to Section X, *infra*, to be approved by the Court, and substantially in the form attached hereto as Exhibit 5 to this Agreement.

44. “Net Settlement Fund” shall have the meaning set forth in Paragraph 75 of this Agreement.

45. “Notice” or “Settlement Class Notice” means the notice of proposed class action settlement that will be provided: (i) via email for current Class Members who have provided their email address to Provident; (ii) via U.S. mail to Class Members who have not provided an email address or to whom the

Email Notice is not successfully delivered; and/or (iii) via posting of the Long Form Notice on the Settlement Website, all pursuant to Section X of this Settlement Agreement, which the Parties will ask the Court to approve in connection with the motion for preliminary approval of the settlement, substantially in the forms attached hereto as Exhibits 3 (Postcard Notice), 4 (Email Notice), and 5 (Long Form Notice).

46. “Notice Database” means a file containing data sufficient to identify, to the extent reasonably available in Provident’s records, each Class Member’s name, last known email address, and last known mail address.

47. “Notice Program” means the method provided for in this Settlement Agreement for giving Notice to Class Members, as provided in Section X, *infra*, of this Settlement Agreement.

48. “Opt-Out” shall mean a written request for exclusion from the Settlement Class as provided in Section XI of this Settlement Agreement.

49. “Opt-Out Period” shall have the meaning set forth in Section XI of this Settlement Agreement.

50. “Overdraft Fees” are paid item fees that Provident Bank charged customers when the Available Balance in the customer’s account was insufficient to fully cover the amount of the customer’s transaction but Provident Bank paid the item.

51. “Party” or “Parties” shall mean Provident, Plaintiff, and the proposed Settlement Class Members.

52. “Postcard Notice” means the notice of proposed class action settlement that will be provided via U.S. Mail in accordance with the procedures set forth in Paragraph 112 of this Agreement, to be approved by the Court, substantially in the form attached hereto as Exhibit 3.

53. “Preliminary Approval Order” shall mean an order substantially in the form as shown in Exhibit 1 to be entered by the Court preliminarily approving the Settlement Agreement. The Preliminary Approval Order shall contain such provisions as set forth in Exhibit 1 and described in Section VIII.

54. “Protective Order” means the mutually agreeable protective order to be drafted and filed by the Parties on or before filing the Preliminary Approval Motion (defined in Paragraph 104).

55. “Released Claims” shall mean the claims against the Released Parties described in Paragraph 96 of this Agreement.

56. “Released Parties” means Provident Bank and each of its respective past, present, and future parents; subsidiaries; affiliates; successors; predecessors; assigns; related entities; and acquired, acquiring, and affiliated companies and corporations; and each of all of the foregoing’s respective past, present, and future directors, officers, managers, employees, agents, general partners, limited partners, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, assigns, or related entities, and each of their respective executors, successors, and legal representatives.

57. “Releasers” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

58. “Residual Funds” shall refer to all proceeds remaining in the Net Settlement Fund following the initial Cash Award distributions provided for in Section VI(b), *infra*.

59. “Service Award” means the award that the Court may individually provide to Plaintiff in connection with her participation in the Litigation to be paid solely from the Settlement Fund.

60. “Settlement Administrator” means the entity (which will be mutually selected and retained by the Parties), to administer the settlement and perform all settlement, escrow, notice, fund distribution, and such other administration functions set forth in this Agreement. Provident will also execute a Non-Disclosure Agreement (“NDA”) with the Settlement Administrator to protect Class Members’ personally identifiable financial and other confidential information. Provident’s Counsel and Class Counsel may, by agreement, substitute a different organization to perform some or all of the functions of the Settlement Administrator, subject to approval by the Court if the Court has previously granted Preliminary Approval or Final Approval of the settlement.

61. “Settlement Class” or “Settlement Class Members” shall mean all persons who are members of the Class who do not timely and validly request exclusion from the Settlement Class. The persons comprising the Settlement Class shall be identified by name and mail address on the confidential Class List to be created by the Settlement Administrator.

62. “Settlement Amount” means the total sum of \$1,850,000 (One Million, Eight Hundred and Fifty Thousand Dollars) that Provident will pay to settle the Litigation and obtain a release of all Released Claims.

63. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following the Preliminary Approval Order, and prior to issuance of the Email Notice and Postcard Notice, as a means for Class Members to obtain notice and information about the settlement, through and including hyperlinked access to this Agreement, the Long Form Notice, the Email Notice, the Postcard Notice, the Preliminary Approval Order, Class Counsel’s motion for attorneys’ fees, costs, and Service Award, and such other documents as Counsel together agree to post or that the Court orders posted on the Settlement Website. An additional description of the contemplated Settlement Website and its contents is provided in Section X, *infra*.

III. SETTLEMENT CLASS CERTIFICATION

64. Provident disputes that any litigation class could be certified on the claims asserted in the Litigation. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Provident does not oppose the certification of the Class for settlement purposes only. Preliminary certification of the Class for settlement purposes shall not be deemed a concession that certification of a litigation class is appropriate, nor would Provident be precluded from challenging class certification in further proceedings in the Litigation or in any other action if the Settlement Agreement is not finalized or finally approved. If the Settlement Agreement is not finally approved by the Court for any reason whatsoever, any certification of the Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted against Provident in any litigated certification proceedings in the Litigation. No agreements made by or entered into by Provident in connection with the Settlement Agreement may be used by Plaintiff, Class Members, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Litigation or any other judicial proceeding.

65. Subject to Court approval, and for settlement purposes only, the following Settlement Class shall be certified: All holders of a personal or business checking account originally established at Provident

Bank, regardless of the state of residence or citizenship of its account holder, who, during the Class Period, incurred one or more Challenged Fees based on APSN Transactions.

66. If for any reason this settlement is not granted preliminary and final approval, or if this Agreement is terminated in accordance with its terms, the Parties, pleadings and proceedings will return to the status quo ante as if no settlement had been negotiated or entered into. Plaintiff shall file such motions and pleadings as are necessary to return this case to the Litigation posture that existed before this settlement was reached, and to ensure that the Parties are postured in the Litigation as they were before the Mediation was completed. Provident's agreement herein to certification of the Settlement Class as described in the Complaint or otherwise shall not be used for any purpose, including in resolving any motion for class certification in the Litigation or any request for certification in any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST THE RELEASED PARTIES

67. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class Members, the Litigation, and the Released Claims.

V. ESTABLISHMENT OF SETTLEMENT FUND AND NET SETTLEMENT FUND

In consideration of a full, complete, and final settlement and dismissal of the Litigation with prejudice as set forth herein and of the Release provided in Section VII below, and, subject to Court approval as provided herein, the Parties agree to the following relief.

(a) ESTABLISHMENT OF SETTLEMENT FUND

68. Within fourteen (14) business days after entry of the Preliminary Approval Order by the Court, the Settlement Amount of \$1,850,000 (One Million, Eight Hundred and Fifty Thousand Dollars) less any amounts already advanced by Provident for Administrative Expenses as per Paragraph 108 of this Agreement, shall be held by Provident at a separate internal account at Provident ("Provident Holding Account"), as the settlement fund ("Settlement Fund"). Provident will transfer the Settlement Fund, less the total amount that will be credited to Settlement Class Members by Provident as provided in Paragraph 85 below, to the Escrow Account no later than seven (7) business days after the Effective Date ("Settlement Funding Deadline"). Notwithstanding anything in this Agreement to the contrary, Provident shall not be required to pay more than a total of \$1,850,000 towards the Settlement Fund, inclusive of all attorneys' fees, costs, expenses, notice expenses, any Service Award, any other amounts ordered by the Court, and any and all Administrative Expenses. For the avoidance of doubt, Provident shall not bear any other fees, costs, charges, or expenses incurred by Plaintiff or Class Counsel, including but not limited to, those of any experts retained by Plaintiff or by Class Counsel.

69. The Settlement Fund shall be used for the following purposes:

- a. payment and distribution of all Cash Awards (including, without limitation and for the avoidance of doubt, *de minimis* Cash Awards) to Settlement Class Members, pursuant to Section VI, *infra*;
- b. payment of the Court-ordered Service Award to the Class Representative, pursuant to Section XVII, *infra*;
- c. payment of any of Class Counsel's attorneys' fees, costs, and expenses, that are awarded by the Court, pursuant to Section XVII, *infra* (subject to Provident

reserving its rights with respect to attorneys' fees that exceed one-third of the Settlement Amount);

- d. payment of all costs, expenses, fees, and invoices associated with the Administrative Expenses, including but not limited to, all costs, expenses, and fees of the Settlement Administrator in performing any and all settlement administration, notice, or escrow related functions under this Agreement;
- e. payment of all costs, expenses, fees, and taxes associated with establishing and maintaining the Settlement Fund as a Qualified Settlement Fund as set forth in Section XIX, or otherwise, including but not limited to any payments to any escrow agent providing services hereunder; and disposition of Residual Funds after the initial distribution of Cash Awards to Settlement Class Members pursuant to Section VI, Paragraphs 86 and 90 of this Agreement, including without limitation payment of the Administrative Expenses associated with such disposition of Residual Funds; and
- f. additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (e) above, subject to agreement and approval of Class Counsel and Provident's Counsel.

70. Notwithstanding the foregoing, any other award of attorneys' fees, Administrative Expenses, or any other fees, costs, expenses, or benefits otherwise awarded by the Court in connection with the Settlement Agreement shall be payable solely out of the Settlement Fund.

71. As more fully set forth below in Section XIX, after the Settlement Funding Deadline, the Settlement Fund payments provided by Provident to the Settlement Administrator will be maintained by the Settlement Administrator in an Escrow Account to be held as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing escrow account.

72. Provided that this Agreement is finally approved by the Court without material modification or amendment, the Net Settlement Fund (defined in Paragraph 75 of this Agreement) will be used to satisfy the Cash Award for Settlement Class Members in exchange for a release and covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all the Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

73. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not materially altered, including but not limited to the scope of the Release, the Class Period, and the amount of the Settlement Fund.

74. Provident's contribution to the Settlement Fund shall be fixed under this Section and be final. Provident shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the settlement beyond establishing the Settlement Fund. If the Settlement Agreement is not finally approved, or is terminated in accordance with this Agreement, the Settlement Fund belongs to and shall be returned to Provident, less any Administrative Expenses paid to date.

(b) NET SETTLEMENT FUND

75. The net settlement fund (“Net Settlement Fund”) is equal to the Settlement Fund plus any interest earned on that fund, less the following:

- a. the amount of the Court-ordered Service Award to the Class Representative;
- b. the amount of any Court-ordered award of Class Counsel’s attorneys’ fees, costs, and expenses;
- c. the amount of any other Court-ordered award of fees in connection with the settlement;
- d. the amount of all Administrative Expenses, including but not limited to, all costs, expenses, and fees of the Settlement Administrator in performing any and all settlement administration, notice, distribution, or escrow related functions hereunder;
- e. the amount of all costs, expenses, fees, and taxes associated with establishing or maintaining the Settlement Fund as a Qualified Settlement Fund as set forth in Section XIX, or otherwise, including but not limited to any payments to any Escrow Agent providing services hereunder;
- f. the amount of all Administrative Expenses associated with issuance of Cash Awards, and/or disposition of Residual Funds after distribution of Cash Awards to Settlement Class Members; and
- g. additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (f) above, subject to agreement and approval of Class Counsel and Provident’s Counsel.

VI. PAYMENTS TO CLASS

Cash Awards shall be determined and calculated as set forth herein.

(a) Cash Award Calculations

76. Subject to the Protective Order, Provident shall make the De-Identified Notice Database (as defined in paragraph 34) available to Provident’s expert, Ankura, so that Ankura may determine and implement the allocation of the Net Settlement Fund as provided in this Section of this Agreement (Section VI). The identification and allocation methodologies set forth in this Section VI shall be applied as consistently, sensibly, and conscientiously as reasonably practicable recognizing and taking into consideration the nature and completeness of the data and the purpose of the computation. Any Settlement Class Member for whom account data is provided under this Agreement shall be identified solely by reference to the random identifier number assigned to the Account.

77. To identify Class Members, Ankura will examine Provident data from the Class Period to identify customers who established checking accounts at Provident Bank and who incurred Challenged Fees. Ankura performed some of this work prior to the Mediation.

78. The following methodology shall be used to calculate Cash Awards to Settlement Class Members who paid Challenged Fees: (i) to be credited to Settlement Class Members who are current Provident Bank accountholders; or (ii) paid by check to Settlement Class Members who are former accountholders (“Qualifying Settlement Class Members”):

- a. Identify all Challenged Fees charged to Settlement Class Members (“Gross Fees”);

- b. Reduce the Gross Fees, on an individual Settlement Class Member basis, to account for any refunds or similar credits of Challenged Fees to those accountholders (“Net Fees”);
- c. Quantify each Settlement Class Member’s relative proportion of the total Net Fees charged to the Settlement Class;
- d. Determine whether: (i) a Cash Award is appropriate; or (ii) a *de minimis* Cash Award to a Settlement Class Member is necessary of \$5 if the calculated Cash Award is too small for distribution to a Settlement Class Member so they will not qualify for a Cash Award; and
- e. Determine Cash Award based on each Settlement Class Member’s proportion of the Net Fees charged to the Settlement Class or determine if a *de minimis* Cash Award is appropriate, per Paragraph 78(d), *supra*.

79. After Provident’s Cash Award calculations are complete, the Settlement Administrator shall update the Class List to reflect the corresponding Cash Award amounts for Settlement Class Members and provide the Redacted Class List to Class Counsel upon completion of the Cash Award calculations as described in Paragraph 78 above.

80. Plaintiff may retain an expert to review and approve Provident’s expert’s calculation of the Cash Awards. Both Plaintiff’s expert and Ankura will be paid from the Settlement Fund for their services to calculate and confirm Cash Awards.

81. Subject to the Protective Order in the Litigation, Provident and/or Ankura shall make available to Plaintiff’s expert: (i) an anonymized list identifying Settlement Class Members and calculated Cash Awards (“Cash Award File”), and (ii) a file containing de-identified transactional data necessary for Plaintiff’s expert to review and approve Provident’s expert’s calculations set forth in the Cash Award File (“Supporting Data File”). The Cash Award File and Supporting Data File shall be provided as soon as reasonably feasible after the deadline to opt out of the Settlement. For the avoidance of confusion, any Settlement Class Member for whom account data is provided under this Agreement shall be identified solely by reference to the random identifier number assigned to the Account. Plaintiff’s expert shall then have twenty-one (21) days from receipt to review Provident’s Cash Award File and Supporting Data File to assess whether the allocation methodology was performed and applied by Provident’s expert in accordance with this Agreement (“Review Period”). In the event Plaintiff’s expert raises any concerns, the Parties shall cooperate in good faith to resolve any concerns as expeditiously as possible. If the Parties cannot reach agreement, then the dispute shall be submitted to the Mediator for assisting the Parties with resolution. The Parties shall cooperate together to ensure that the Cash Awards are calculated in advance of final approval time and sufficiently in advance so as to permit payment in accordance with the time schedule set forth in Section VI(b), *infra*.

82. Upon expiration of the Review Period, and subject to resolution of any objections, the final allocation results shall be transmitted to the Settlement Administrator for purposes of effectuating payment of Cash Awards and for purposes of creating the confidential Class List. The Settlement Administrator shall prepare the Class List within five (5) business days of receipt of the final allocation results.

83. The confidential Class List shall be maintained by Provident and provided to the Settlement Administrator for the sole purpose of facilitating the notice and payments contemplated herein. The confidential Class List and identities of Settlement Class Members shall *not* be disclosed to anyone else, including Class Counsel, except that Provident shall disclose information about the identity of

Settlement Class Members to the limited extent required for Class Counsel to provide necessary assistance in response to a question from a Settlement Class Member. Such disclosure shall be subject to the Protective Order in this Litigation.

84. The Parties agree the foregoing methodologies are exclusively for purposes of computing Cash Awards retrospectively, in a reasonable and efficient fashion. The fact that the methodologies are used herein is not intended and shall not be used for any other purpose or objective whatsoever.

(b) Distribution of Cash Awards & Residual Funds

85. Within forty-five (45) days of the Effective Date and subject to applicable tax reporting or withholding requirements, every Settlement Class Member shall be paid as follows:

- a. For Settlement Class Members who are current Provident Bank accountholders, Provident Bank shall credit the Cash Award payments to the Settlement Class Members' Provident Bank accounts, using funds within the Provident Holding Account defined in Paragraph 68 *supra*.
- b. For Settlement Class Members who are former accountholders, the Settlement Administrator shall cause a check from the Net Settlement Fund to be mailed to the former accountholder's last known mail address (as updated by the Settlement Administrator).

Checks shall be made payable to the accountholder, and where applicable, jointly to the joint accountholders during the Class Period. Cash Award checks shall be mailed to the mail addresses of record used for Class Notice purposes, or such other mail addresses as the Settlement Administrator identifies as valid Settlement Class Member mail addresses through the Notice Program. The Settlement Administrator will make reasonable efforts to locate the proper mail address for any Settlement Class Member whose check is returned by the Postal Service as undeliverable, and will re-mail it once to the updated mail address.

Checks shall be valid for one hundred and twenty (120) days from the date of the check, and the check shall state that it is invalid after one hundred and twenty (120) days of issuance. If any Settlement Class Member fails to negotiate their check within that time period, such Settlement Class Member shall forever waive his/her claim for payment hereunder. In the event that checks sent to Settlement Class Members are not cashed within one hundred and twenty (120) days of their initial mailing date, whether because the checks were not received or otherwise, those checks will become null and void as provided for herein.

86. If it is administratively feasible to do so, unclaimed Residual Funds in the Settlement Fund held in the Escrow Account shall be used to make a second distribution, on a pro rata basis, to all Settlement Class Members who received an account credit or cashed a Settlement Award check ("Second Cash Award Distribution"). The Parties will confer as to whether a Second Cash Award Distribution is administratively feasible, with input from the Settlement Administrator. If the Parties dispute whether there should be a Second Cash Award Distribution, they will jointly ask the Mediator to assist with resolution of the issue. In the event that any redistributed checks are not cashed within one hundred and twenty (120) days of their mailing date, whether because the checks were not received or otherwise, those checks will become null and void.

87. Cash Awards shall be distributed and paid solely from the Net Settlement Fund. If this Settlement Agreement is not approved, or for any reason the Effective Date does not occur, no Cash Award payments or distribution of any kind shall be made to Settlement Class Members under this Agreement.

88. The Parties make no representation regarding the tax treatment of Cash Awards received by Settlement Class Members. The Parties will defer to the Settlement Administrator's recommendation regarding when Settlement Class Members must provide a W-9 form and/or a Taxpayer Identification or Social Security Number, as may be required by applicable Internal Revenue Service reporting requirements. Class Counsel and Plaintiff shall timely furnish to the Settlement Administrator any required tax information or forms before any payments are made to them from the Settlement Fund.

89. The Parties agree that the Settlement Administrator has permission to seek reasonable documentation before distributing settlement funds to an estate.

(c) Cy Pres Distribution

90. Any funds in the Net Settlement Fund following a Second Cash Award Distribution, or any Residual Funds in the Net Settlement Fund held in the Escrow Account if a Second Cash Award Distribution is not feasible ("*Cy Pres* Funds"), shall be paid through *cy pres* to non-profit charities that assist low-income consumers and/or provide consumer financial education in the geographic area of the Settlement Class Members, subject to Court approval. The Parties shall confer in good faith about appropriate *cy pres* beneficiaries after the stale date on checks to Settlement Class Members passes, and shall each propose beneficiaries for Court approval. Plaintiff will propose a beneficiary for 50% of the *Cy Pres* Funds, and Provident will propose a beneficiary for 50% of the *Cy Pres* Funds.

91. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this settlement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Agreement.

(d) Other Relief

92. Provident Bank represents that it does not currently assess Overdraft Fees on APSN Transactions and ended this practice December 31, 2022, after Plaintiff filed her Complaint.

93. Plaintiff is entitled to no specific relief under this Agreement.

VII. RELEASE

94. In addition to the effect of any Final Judgment of Dismissal entered by the Court in accordance with this Agreement, upon the Effective Date, and for other valuable consideration as described herein, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims ("*Class Release*").

95. As of the Effective Date, and with the approval of the Court, Plaintiff and each Settlement Class Member, as well as their respective heirs, assigns, executors, administrators, beneficiaries, successors, and agents, hereby release, resolve, relinquish, and discharge each and all of the Released Parties from each of the Released Claims (as defined below). The Settlement Class Members further agree that they will not institute any action or cause of action (in law, in equity, or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to have, in state or federal court, in arbitration, or with any state, federal, or local government agency or with any

administrative or advisory body, arising from the Released Claims. The release does not apply to members of the Class who timely opt-out of the settlement.

96. “Released Claims” means any and all claims, demands, damages, costs, attorneys’ fees, disputes, liabilities, actions, rights, suits or causes of action, losses or remedies of any kind or nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any legal or equitable theory, right of action or otherwise, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of, or relate to, or are based upon or in any manner related or connected with: (i) any Challenged Fee incurred in any personal or business checking account; (ii) any claim that Provident Bank improperly assessed Challenged Fees for any personal or business checking account; (iii) any claim that was or could have been asserted in the Litigation concerning Challenged Fees; and (iv) any alleged failure to adequately or clearly disclose any of Provident Bank’s practices and policies related to assessing Challenged Fees. Such release concerning Challenged Fees applies regardless of how such claims are pled. This Agreement does not imply that any such claims exist or are valid.

97. Provided that the Plaintiff has been paid a Service Award, in such amount as the Court approves and consistent with the terms of this Agreement, and without in any way limiting the generality of the foregoing release, and in addition to the Release provided by Plaintiff in Paragraphs 94-96 *supra* as to the Released Claims, Plaintiff, as well as her respective heirs, assigns, executors, administrators, beneficiaries, successors, and agents, hereby release, resolve, relinquish, and discharge each and all of the Released Parties from any and all claims, demands, damages, costs, attorneys’ fees, disputes, liabilities, actions, rights, suits or causes of action, and losses or remedies of any kind or nature whatsoever related to Plaintiff’s checking accounts, that Plaintiff may have, whether on her own behalf and on behalf of her heirs, assigns, executors, administrators, beneficiaries, successors and agents, and whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), or any legal or equitable theory, right of action or otherwise, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the Execution Date, against the Released Parties.

98. Plaintiff or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of this Section VII, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, and contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Section VII. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the releases contained in this Section VII, and that all of their claims in the Litigation shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the settlement or never receives a distribution of Cash Award, or other funds from the settlement.

99. Without limiting the foregoing, the Released Claims specifically extend to claims that Plaintiff and Settlement Class Members do not know or suspect to exist in their favor at the time that the

settlement and the releases contained therein become effective. Each Releasor hereby further waives and releases California Civil Code Section 1542 and similar provisions in other states. Each Releasor hereby certifies that he, she, or it is aware of and has read and reviewed the following provision of California Civil Code Section 1542 (“Section 1542”):

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

100. The provisions of the Class Release shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction.

101. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

102. The Parties and each member of the proposed Settlement Class agree that the amounts to be paid under this Settlement Agreement to each Settlement Class Member represent the satisfaction of that Settlement Class Member’s claims for the Released Claims. No portion of such settlement represents the payment of punitive or exemplary damages. In consideration for the satisfaction of each Settlement Class Member’s claim for compensatory damages, claims for punitive or exemplary damages arising from the Released Claims shall be released. Without limiting the foregoing, Plaintiff agrees and covenants, and each Settlement Class Member shall be deemed to have agreed and covenanted, not to sue any Released Party with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity or any other forum.

VIII. PRELIMINARY APPROVAL AND SETTLEMENT CLASS CERTIFICATION

103. This settlement shall be subject to approval of the Court. As set forth in this Agreement, Provident shall have the right to withdraw from the settlement and the Settlement Agreement if the Court does not issue the Preliminary Approval Order or the Final Approval Order or if the Class is not certified for settlement purposes or as otherwise permitted under this Agreement.

104. Within no later than fourteen (14) days following execution of this Agreement by all Parties or, an earlier deadline if required by the Court, Plaintiff through Class Counsel shall submit to the Court a motion (the “Preliminary Approval Motion”), consistent with the terms of this Agreement: (a) for certification of the Settlement Class; and (b) for preliminary approval of the Agreement, and authorization to disseminate notice of class certification and settlement, contemplated by this Settlement Agreement, to all potential Class Members. Consistent with the terms of this Agreement, the Preliminary Approval Motion shall apply for entry of the Preliminary Approval Order in the form attached hereto as Exhibit 1. The Preliminary Approval Motion shall also request that Plaintiff be appointed as class representative for the Class and that Class Counsel be appointed as counsel for the Class.

The Preliminary Approval Order shall contain such provisions as set forth in Exhibit 1, including provisions:

- a. preliminarily certifying the Class for settlement purposes only;

- b. preliminarily approving this settlement and finding this settlement sufficiently fair, reasonable, and adequate to allow Notice to be disseminated to the Class;
- c. approving the form, content and manner of Settlement Class Notice;
- d. appointing Verita Global, LLC (“Verita”) as the Settlement Administrator;
- e. setting a schedule for proceedings with respect to final approval of this settlement, including scheduling a Final Approval hearing for no earlier than 120 days from the date of the Preliminary Approval Order;
- f. providing that, pending entry of a Final Approval Order and Judgment of Dismissal, no member of the Settlement Class (either directly or in any representative or other capacity) shall commence or continue any action against Defendant or any of the Released Parties asserting any of the Released Claims;
- g. staying the Litigation, other than such proceedings as are related to this settlement; and
- h. providing that no admissions have been made by Provident.

IX. SETTLEMENT ADMINISTRATOR

105. Class Counsel and Provident’s Counsel have jointly selected and retained Verita to serve as the Settlement Administrator. The Settlement Administrator shall administer various aspects of the settlement as described in Paragraph 106 of this Agreement, and perform such other functions as are specified for the Settlement Administrator elsewhere in this Settlement Agreement including, but not limited to, establishing the Settlement Fund, providing mailed notice or other required notices to Class Members, distributing settlement funds as provided herein, and returning the Settlement Fund to Provident in the event of termination of this Agreement, as set forth in Section XVI of this Agreement.

106. The duties of the Settlement Administrator, in addition to other responsibilities that are described elsewhere in this Agreement, include:

- a. obtaining from Provident’s Counsel the names, last known email addresses, and last known mail addresses for the Class Members in the Notice Database; verifying and updating the mail addresses so received through the National Change of Address database; and completing Class Notice as provided in Section X of this Agreement;
- b. establishing and maintaining a Post Office box for Opt-Out requests as set forth in Section XI of this Agreement, as well as for correspondence from Class Members;
- c. establishing and maintaining a Settlement Website that will contain and make available to Class Members certain information regarding the Litigation and the settlement through that website;
- d. responding to any mailed Class Member inquiries;
- e. processing all requests for exclusion from Class Members;

- f. providing to Counsel written monthly reports, and a written final report no later than five (5) business days after the end of the Opt-Out Deadline, that lists all timely and valid Opt-Outs from the Settlement, and other pertinent information;
- g. interfacing with any escrow agents who may assist with the Qualified Settlement Fund (if different from the Settlement Administrator);
- h. preparing and providing to Provident's Counsel the confidential Class List and the Redacted Class List to Class Counsel;
- i. at Class Counsel and/or Provident's Counsel request in advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that identifies each Class Member who timely and properly requested exclusion from the Settlement Class and that confirms that the Notice Program as set forth in this Agreement was completed in a timely manner;
- j. processing and transmitting Cash Award checks from the Net Settlement Fund to the Settlement Class Members who are former accountholders in accordance with the terms of this Agreement;
- k. providing its recommendation concerning whether sufficient Residual Funds remain in the Net Settlement Fund for a Second Cash Award Distribution (defined *supra*) to Qualifying Settlement Class Members, as set forth in Paragraph 86 of this Agreement, and providing a report and/or affidavit of such pertinent information to Counsel;
- l. if sufficient funds remain, processing and transmitting a Second Cash Award Distribution to Qualifying Settlement Class Members and providing a report and/or affidavit of such pertinent information to Counsel;
- m. qualifying under, and agreeing to comply with, all applicable confidentiality, privacy, and security protocols required by Provident;
- n. complying with the terms of the Protective Order and all applicable provisions of this Agreement;
- o. establishing an escrow account and maintaining the Settlement Fund therein as a Qualified Settlement Fund and performing such duties and functions as associated therewith, including without limitation the duties and functions set forth in Section XIX *infra*, or elsewhere in this Agreement; and
- p. performing any other tasks reasonably required to effectuate the settlement.

107. In the event of termination as provided in Section XVI of this Agreement, the Settlement Administrator shall return the Settlement Fund to Provident within seven days of termination, less any money that the Settlement Fund has already paid, or incurred an obligation to pay, in accordance with the terms of this Agreement for Administrative Expenses. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved or terminated.

X. NOTICE TO PROPOSED CLASS MEMBERS**(a) Payment of Administrative Expenses Relating to Notice**

108. Provident shall pay the reasonable Administrative Expenses incurred prior to the creation of the Settlement Fund, and Provident will be given credit for all such payments which shall be deducted from the Settlement Fund as set forth below. The Settlement Administrator shall provide the Parties with an estimate of the initial Administrative Expenses, *e.g.*, costs of sending Postcard Notice, establishing the Settlement Website, etc. (“Initial Administrative Expenses”). Provident shall pay the estimated Initial Administrative Expenses to the Settlement Administrator within ten (10) business days after the entry of the Preliminary Approval Order. After that upfront payment of Initial Administration Expenses by Provident, the Settlement Administrator shall bill Provident monthly for any reasonable additional Administrative Expenses, until such time as the Settlement Fund is established. Any amounts paid by Provident for the estimated costs of administration which are not incurred by the Settlement Administrator shall be used for other Administrative Expenses, or shall be deducted from future billings by the Settlement Administrator. The Settlement Administrator estimates that Initial Administrative Expenses will be \$36,952, and Administrative Expenses overall shall be approximately \$53,683.

109. The Settlement Administrator shall maintain detailed records of the Administrative Expenses and shall provide those to Counsel monthly. At such time that Provident funds the Settlement Fund, all amounts previously paid to the Settlement Administrator by Provident shall be deducted from the total payment which it is required to pay to create the Settlement Fund under Section V. After Provident has created the Settlement Fund, Provident shall have no further obligation to pay any amount under this Settlement Agreement, and any additional Administrative Expenses shall be paid out of the Settlement Fund.

(b) Form of Notice

110. In the event the Court enters the Preliminary Approval Order, Notice shall be provided to Class Members via email, mail, and/or website, as provided herein:

- a. For Class Members who have provided their email address to Provident, the Settlement Administrator will provide Email Notice substantially in the Form shown in Exhibit 4, subject to approval by the Court, to the most recent email address provided by the customer to Provident.
- b. For Class Members who have not provided an email address or, if the Email Notice is not successfully delivered (as shown by an undeliverable message back to the Settlement Administrator), the Settlement Administrator will provide Postcard Notice substantially in the form shown in Exhibit 3, subject to approval by the Court.
- c. Notice of the settlement (substantially in the form of Exhibit 5, the Long Form Notice) shall also be posted by the Settlement Administrator on the Settlement Website by the Notice Deadline. The Settlement Administrator shall establish and administer the Settlement Website, which website shall contain information about the settlement, including electronic copies of Exhibits 3 & 4 (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all court documents related to the settlement or otherwise agreed to by Counsel. The URL of the Settlement Website shall be www.CollinsFeeSettlement.com or such other URL as Counsel may subsequently agree upon in writing, provided the URL shall not include the name “Provident” or “Provident Bank”. The Settlement Website shall not include any advertising and shall not bear or

include the logo or trademarks for Provident Bank or any other Released Party. Ownership of the Settlement Website URL shall be transferred to Provident within 10 days of the date on which operation of the Settlement Website ceases. The Settlement Website shall remain operational until sixty (60) days past the stale date of any check mailed to Settlement Class Members. Other than the Settlement Website, there shall be no publication notice (except as Provident or its affiliates may be required or advised to make under applicable law), and there shall be no press release or other public communication by or on behalf of Plaintiff and/or Class Counsel.

111. The Notice shall be used for the purpose of informing proposed Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further: (i) inform Class Members as to how they may obtain a copy of the Settlement Agreement; (ii) protect their rights regarding the settlement; (iii) request exclusion from the Settlement Class and the proposed settlement, if desired; (iv) object to any aspect of the proposed settlement, if desired; and (v) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all Class Members who do not timely request exclusion from the Settlement Class.

112. **Email & Postcard Notice.** Email Notice and Postcard Notice will be provided by the Settlement Administrator, as follows:

- a. To facilitate the provision of Email Notice and Postcard Notice, Provident will provide to the Settlement Administrator, within twenty-one (21) business days of entry of the Preliminary Approval Order, in an electronically searchable and readable format, a Notice Database containing data sufficient to identify, to the extent reasonably available in Provident's records, each Class Member's name, last known email address, and last known mail address. Provident is obligated to provide only such information as is contained and reasonably available in its computerized account records for the applicable Class Period. The Settlement Administrator will prepare and provide a De-Identified Notice Database to Class Counsel.
- b. Any personal information relating to members of the Class that is provided to the Settlement Administrator pursuant to this Settlement Agreement shall be provided solely for the purpose of providing Settlement Class Notice to members of the Class and allowing them to recover under this settlement. Such information shall be kept in strict confidence, shall be used only for purposes of this settlement, and shall not be disclosed to any third party.
- c. Prior to mailing the Postcard Notice, the Settlement Administrator shall run the last known mail addresses for Class Members (as contained in the Notice Database) through the United States Postal Services' National Change of Address Database, and shall update the mail addresses accordingly for mailing and other settlement administration purposes in the Notice Database. Once this process is complete, the Settlement Administrator shall cause individual Postcard Notice (substantially in the form of Exhibit 3) to be sent by the Notice Deadline (as defined in Paragraph 116 of this Agreement), through U.S. Mail to potential Class Members ("Initial Postcard Notices").
- d. The Settlement Administrator shall cause Email Notice (substantially in the form of Exhibit 4) to be sent to the last known email address in Provident's records by the Notice Deadline (as defined in Paragraph 116 of this Agreement).

- e. For all Initial Postcard Notices that are returned undeliverable and without a forwarding mail address and for Email Notices that are not successfully delivered, the Settlement Administrator shall perform reasonable address traces. No later than 15 days after the Notice Deadline in Paragraph 116 of this Agreement, the Settlement Administrator shall mail Postcard Notices to those Class Members: (i) whose new mail addresses were identified as of that time through address traces; (ii) whose initial emails were not successfully delivered and the Settlement Administrator located a mail address; or (iii) for whom there was a forwarding mail address (“Notice Remailing Process”). Except as set forth herein, there shall be no further obligation or attempt to obtain a forwarding mail address for any such returned mail or to further re-mail any such Postcard Notices or returned mail after this Notice Remailing Process is complete.
- f. Within seven days after the Objection Deadline, the Settlement Administrator shall provide Class Counsel and Provident’s Counsel with an affidavit that confirms that the Notice Program as set forth in this Agreement was completed in a timely manner, reports the details of any returned and undeliverable notices, and reports any objections or Opt-Outs received by the Settlement Administrator.
- g. Within seven days after the date the Settlement Administrator completes the later of the Email Notice and the Notice Remailing Process, the Settlement Administrator shall provide Provident’s counsel with an updated Notice Database reflecting any new mail address information.

113. Class Counsel shall file the affidavits of completion that it receives from the Settlement Administrator pursuant to Paragraph 112(f), *supra*, with the Court as exhibits to or in conjunction with Plaintiff’s motion for final approval of the settlement.

114. Before Class Notice is commenced, Counsel for the Parties shall first be provided with proof copies of the final form of the Class Notices and shall have the right to inspect and approve the same for compliance with the Settlement Agreement and with the Court’s orders.

115. The Parties agree that compliance with the procedures described in this Section X is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency the Litigation, certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the New Jersey Rules of Court, the New Jersey and United States Constitutions, and any other applicable rule or regulation.

(c) **Notice Deadline**

116. Both the Email Notice and Initial Postcard Notices shall be sent directly to all identified potential Class Members as soon as reasonably practicable following transmission of the Notice Database to the Settlement Administrator and no later than forty-five (45) days after the date that the Court enters the Preliminary Approval Order, or such other date that the Court may set (“Notice Deadline”).

XI. OPT-OUTS

117. **Opt-Out Period.** Class Members will have up to and including approximately forty-five (45) days following the Notice Deadline to opt out of the settlement in accordance with this Section (the “**Opt-Out Deadline**”). If the settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the Opt-Out Deadline will be bound by the Settlement Agreement and the

Class Release, and the relief provided by the settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

118. **Opt-Out Process**

- a. Any Class Member who wishes to be excluded from the Settlement Class must provide a written request for exclusion to the Settlement Administrator, known as an “Opt-Out.” The Opt-Out must be mailed, by first class mail, postage prepaid, and postmarked and addressed to the address of the Settlement Administrator indicated in the Notice on or before the Opt-Out Deadline. The Settlement Administrator will provide Counsel for the Parties copies of each request for exclusion it receives.
- b. In order to be valid, the Opt-Out must be in writing and include: (i) the Class Member’s name, address, telephone number, and the last four digits of the account number(s) of any Provident account for which the Opt-Out Class Member claims incurred Challenged Fees; (ii) the name and/or number of this Litigation; and (iii) a statement that the Class Member wishes to be excluded from the Settlement Class. An Opt-Out must be signed by the Class Member. An Opt-Out request that does not contain the required information, is not signed, or is not postmarked by the Opt-Out Deadline, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound by the settlement, if approved.
- c. Except as provided in this Section XI, no Class Member may purport to exercise any exclusion rights of any other person, or purport to exclude other persons as a group, aggregate, or class involving more than one person, or as an agent or representative. Any such purported exclusion shall be invalid and any Class Member that does not submit an opt-out request on his or her own behalf shall be a Settlement Class Member and be bound as a Settlement Class Member for all purposes. If an accountholder for any joint account submits a valid-opt out request, the request will be effective for all accountholders or signatories to such account.
- d. A list reflecting all timely and valid Opt-Outs shall also be filed with the Court at the time of the motion for final approval of the settlement.

XII. OBJECTIONS

119. Class Members who have not validly opted-out of the settlement in accordance with its terms may object to this Agreement up to and including the date set by the Court in the Preliminary Approval Order, which shall be approximately forty-five (45) days following the Notice Deadline (“Objection Deadline”).

120. The Parties will request that the Court order that any Class Member who has any objection to certification of the Settlement Class, to approval of this Settlement Agreement or any of its terms, or to the approval process must send his, her, or its objection to the Settlement Administrator providing the following elements (“Required Objection Elements”):

- a. the case name and case number of this Litigation;
- b. the objector’s full name, current address, and the last four digits of the account number of any Provident account the objector claims was charged Challenged Fees;

- c. a statement that the Class Member objects to the Settlement, in whole or in part;
- d. the reasons why the objector objects to the settlement along with any supporting materials;
- e. the identity of any lawyer who assisted, provided advice, or represents the objecting Class Member as to this case or such objection, if any;
- f. the objector's signature; and
- g. a statement indicating whether the objecting Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Class Member plans on offering testimony at the Final Approval Hearing.

121. The Parties will request that the Court set the Objection Deadline approximately forty-five (45) days after the Notice Deadline. The Parties will request that the Court order that failure to comply timely and fully with these procedures shall result in the invalidity and rejection of an objection. The Parties will request that the Court order that no Class Member shall be entitled to object to certification of the Class or to the Settlement Agreement, and no written objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless the Class Member provides written notice with the Required Objection Elements no later than the Objection Deadline.

122. The Parties will request that the Court order that no Class Member shall be entitled to appear at the Final Approval Hearing unless the Class Member states in his or her objection that he or she intends to appear at the Final Approval Hearing, either personally or through counsel.

123. The Parties will request that the Court order that Class Members who fail to file and serve timely written objections in accordance with this Section shall be deemed to have waived any objections and shall be foreclosed from making any objection to the certification of the Settlement Class or to the Settlement Agreement.

XIII. FINAL APPROVAL HEARING

124. The Parties will request that the Court hold a Final Approval Hearing. The date for the Final Approval Hearing shall be set for approximately one hundred twenty (120) days after entry of the Preliminary Approval Order, or at such other later time as the Court determines.

125. At the Final Approval Hearing, the Parties will request that the Court consider whether the Class should be certified pursuant to 4:32-2 of the New Jersey Rules of Court for settlement, and, if so: (i) consider and rule on any properly filed objections to the Settlement Agreement; (ii) determine whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (iii) enter the Final Approval Order and Judgment of Dismissal, including final approval of the Settlement Class and the Settlement Agreement and any award of attorneys' fees and expenses and Service Awards.

XIV. FINAL APPROVAL ORDER AND JUDGMENT OF DISMISSAL

126. If the settlement is approved preliminarily by the Court, and all other conditions precedent to the settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing, the Parties shall jointly seek entry of a Final Approval Order. Class Counsel shall file a memorandum of points and authorities in support of the motion for Final Approval of the Class

Settlement. Class Counsel and/or Provident may file a memorandum addressing any Objections submitted to the settlement. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal. The motion for entry of a Final Approval Order will include a declaration from the Settlement Administrator stating that the Notice required by the Agreement has been completed in accordance with the terms of the Court's Preliminary Approval Order.

127. The Parties shall jointly submit to the Court a proposed Final Approval Order and Judgment of Dismissal, in the form attached hereto as Exhibit 2, that, without limitation, approves the settlement and certifies the Settlement Class pursuant to 4:32-1 and 4:32-2 of the New Jersey Rules of Court and:

- a. finds that this Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion, and approves and directs consummation of this Agreement according to its terms;
- b. finds that the Class Notice provided satisfied the requirements of due process and of Rule 4:32-2(e)(1)(B) of the New Jersey Rules of Court;
- c. approves the Class Release provided in Section VII and finds that, as of the Effective Date, the Settlement Class Members will each be bound by this Agreement, including the Release and Covenant not to sue set forth in Section VII;
- d. dismisses, on the merits and with prejudice, all Released Claims of Plaintiff and of the Settlement Class Members against Provident Bank in the Litigation, without costs and fees except as ordered by the Court;
- e. permanently enjoins each and every Settlement Class Member from bringing, joining, or continuing to prosecute any Released Claim, or from asserting as a defense, including as a set-off or for any other purpose, any argument that if raised as an independent claim would be a Released Claim, against Provident or any of the Released Parties;
- f. reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including but not limited to the Litigation, the settlement, the Settlement Class Members, and Provident, for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Fund; and
- g. finds that there is no just reason for delay of entry of Final Approval Order and Judgment of Dismissal with respect to the foregoing.

128. This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order that grants final approval of this Agreement and enters a Final Judgment of Dismissal as set forth in this Agreement. Class Counsel shall use their best efforts to assist Provident in obtaining dismissal with prejudice of the Litigation accordingly and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XV. FINAL ORDER

129. As part of the Final Approval Order and Judgment of Dismissal, the Court's order shall operate to permanently enjoin any and all pending or future claims by Settlement Class Members against the Released Parties raising or arising out of any Released Claim.

130. The Court's Final Approval Order and Judgment of Dismissal shall enjoin and forever bar any and all Settlement Class Members from commencing and/or maintaining any action, legal or otherwise, against the Released Parties raising or arising out of any Released Claim.

131. This provision is not intended to prevent or impede the entitlement to Cash Awards under this Settlement Agreement.

XVI. TERMINATION OF THE SETTLEMENT

132. Plaintiff and Provident shall have the right to unilaterally terminate this Agreement by providing written notice of its election to do so ("Termination Notice") to each other hereto within ten (10) calendar days of any of the following occurrences:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. an appellate court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change by the Court on remand;
- c. any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order and Judgment of Dismissal, or the Settlement Agreement in a way that is material, unless such modification or amendment is accepted in writing by all Parties;
- d. notification from the Settlement Administrator that more than one percent (1%) or 500 of the Class Members Opt-Out, whichever is less;
- e. the Effective Date does not occur; or
- f. any other ground for termination provided for elsewhere in this Agreement occurs.

133. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into and the Parties will negotiate in good faith to establish a new schedule for the Litigation. In such event, the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated.

134. In the event of a termination as provided for herein or elsewhere in this Agreement, the Settlement Administrator shall return the Settlement Fund to Provident within seven days of termination, less any money that the Settlement Fund has already paid or incurred an obligation to pay in accordance with the terms of this Agreement for Administrative Expenses.

XVII. ATTORNEYS' FEES AND SERVICE AWARD

135. Class Counsel shall file any petition to the Court for an award of attorneys' fees and costs from the Settlement Fund at least fifteen (15) days prior to the Objection Deadline. Provident will take no position on a request for attorneys' fees and costs that is one-third or less of the Settlement Amount, but Provident reserves the right to object to any request for attorneys' fees that exceeds one-third of the Settlement Amount.

136. In no event will Provident have any financial responsibility or liability whatsoever for attorneys' fees, expenses, or costs beyond its obligation to establish the Settlement Fund as set forth in this Agreement. In particular and without limiting the foregoing, Provident shall have no financial responsibility or liability for attorneys' fees and costs sought by any member of the Class or by any counsel representing or working on behalf of one or more Class Members or the Settlement Class, and no obligation for allocation of fees and costs among Class Counsel or attorneys representing or working on behalf of Class Members.

137. At the same time Class Counsel seeks approval of their attorneys' fees and costs, Class Counsel shall petition the Court for a Service Award for the Class Representative in an amount not to exceed \$5,000. The Service Award shall be paid solely from the Settlement Fund and no interest shall accrue or otherwise be due or payable in connection with any such award. If the Court approves the Service Award, Plaintiff shall not be entitled to any Cash Award or any other Settlement Class Member payment. The Parties warrant that they commenced negotiations on the proposed Service Award only after they reached agreement on all other material terms of this Settlement Agreement.

138. The payments of attorneys' fees, costs, and the Service Award set forth in Paragraphs 135 and 137 above are subject to and dependent upon the Court's approval of the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class. However, this settlement is not dependent or conditioned upon the Court approving Plaintiff's and/or Class Counsel's request for such payments or awarding the particular amounts sought by Plaintiff and/or Class Counsel. In the event the Court declines Plaintiff's and/or Class Counsel's requests or awards less than the amounts sought, this settlement, including but not limited to the Releases provided herein, shall continue to be effective and enforceable by the Parties.

XVIII. REPRESENTATIONS

139. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

140. Class Counsel represent and agree that, upon request by Defendant, within seventy (70) days after the dismissal of the Litigation ("Final Disposition"), they will certify compliance with the Protective Order in the Litigation.

141. The Parties shall use their best efforts to conclude the settlement and obtain the Final Approval Order and Judgment of Dismissal, including affirmatively supporting the settlement in the event of an appeal or an objection.

142. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Rule 408 of the New Jersey Rules of Evidence and Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence of any state, and shall not: (a) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party; or (b) be used to establish a waiver by Provident of any defense or right, or to establish or contest jurisdiction or venue in other litigation. Notwithstanding the foregoing, any Party shall be entitled to use this Settlement Agreement and its Exhibits in connection with enforcement of the obligations and waivers set forth herein and for all other purposes set forth below at Paragraph 145.

143. In consideration of the agreements made herein, Class Counsel hereby warrant and represent to Provident that as of the execution date of this Agreement: (a) Class Counsel are not aware that any current clients have claims against Provident concerning any checking account fees; and (b) Class Counsel are not actively soliciting clients to bring cases specifically against Provident for violations related to any checking account fees.

144. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Class Member other than for certification of the Class for settlement purposes.

145. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely: (i) to enforce the terms and provisions hereof or thereof; (ii) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto; (iii) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case; (iv) in connection with any motion to enjoin, stay or dismiss any other action; or (v) to obtain Court approval of the Settlement Agreement.

146. Subject to settlement notice process set forth in Section X, the Parties agree that they will not initiate any publicity of the settlement and will not respond to requests by any media (whether print, online, or any traditional or non-traditional form), except to say “no comment” and direct any inquiries to information on the settlement website about the settlement. Notice of the settlement will be delivered exclusively through the notice process set forth in Section X above. Nothing in this provision shall be interpreted to limit representations that the Parties or their attorneys may make to the Court to assist it in its evaluation of the proposed settlement, nor shall this provision prohibit Class Counsel from having communications about the settlement directly with the Settlement Administrator or with Class Members.

147. This Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties and shall fully supersede any previous agreement entered into by the Parties and represent the full and final agreement between the Parties.

148. The Parties agree to request that the Court approve the forms of the Preliminary Approval Order attached hereto as Exhibit 1, the Final Approval Order and Judgment of Dismissal attached as Exhibit 2, the Postcard Notice attached as Exhibit 3, the Email Notice attached as Exhibit 4, and the Long Form Notice attached as Exhibit 5. The fact that the Court may require non-substantive changes to any of these documents does not invalidate this Settlement Agreement.

XIX. TAXES

149. **Qualified Settlement Fund.** The Parties agree that the escrow account into which the Settlement Fund is deposited, following the Settlement Funding Deadline, is intended to be and will at all times constitute a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1 (“Qualified Settlement Fund”). The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of Section VI. It shall be the responsibility of the Settlement Administrator to cause the timely and proper preparation and delivery of the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

150. **The Settlement Administrator is “Administrator.”** For the purpose of §1.468B of the Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B 2(k)). Such returns shall reflect that all Taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

151. **Taxes Paid by Administrator.** All taxes arising in connection with income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendant or any of the other Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund for federal or state income tax purposes shall be paid by the Settlement Administrator from the Settlement Fund.

152. **Expenses Paid from Fund.** Any Administrative Expenses reasonably incurred by the Settlement Administrator in carrying out its duties, including fees of tax attorneys and/or accountants, shall be paid by the Settlement Administrator from the Settlement Fund.

153. **Responsibility for Taxes on Distribution.** Any person or entity that receives a distribution from the Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Settlement Fund.

154. **Provident Is Not Responsible.** In no event shall Provident or any of the other Released Parties have any responsibility or liability to Plaintiff, Settlement Class Members, or to Class Counsel for taxes or tax-related expenses arising in connection with the payment or distribution of the Settlement Fund to Plaintiff, Settlement Class Members, or Class Counsel. The Settlement Fund shall indemnify and hold Provident and the other Released Parties harmless for all such taxes and tax-related expenses (including, without limitation, taxes, and tax-related expenses payable by reason of any such indemnification).

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of September ____, 2024.

DATED: 9/20/2024

Plaintiff Collins

DocuSigned by:
Judy Collins
03A6E1332301433...

DATED: _____

Defendant Provident Bank

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT

DATED: 9/22/2024

LITE DEPALMA GREENBERG & AFANADOR
LLC

Signed by:
Bruce Greenberg
Bruce D. Greenberg
22E55B2C897494...

DATED: 9/17/2024

KALIEL GOLD

By: Sophia Horen Gold
Sophia Gold

Counsel for Plaintiff and Class Counsel

DATED: _____

WILLKIE FARR & GALLAGHER LLP

By: _____
Debra Bogo-Ernst

Attorney for Defendant

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of September ____, 2024.

DATED: _____

Plaintiff Collins

DATED: September 19, 2024

Defendant Provident Bank

By:  _____

Name: Anthony J. Labozzetta

Title: President and CEO

APPROVED AS TO FORM AND CONTENT

DATED: _____

LITE DEPALMA GREENBERG & AFANADOR
LLC

By: _____
Bruce D. Greenberg

DATED: _____

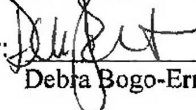
KALIEL GOLD

By: _____
Sophia Gold

Counsel for Plaintiff and Class Counsel

DATED: September 19, 2024

WILLKIE FARR & GALLAGHER LLP

By:  _____
Debra Bogó-Ernst

Attorney for Defendant

EXHIBIT 2

KALIELGOLD PLLC

Kaliel Gold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.); *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.); *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.); *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.); *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Div. One); *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.); *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty., Cal.).

As shown in the biographies of our attorneys and the list of class counsel appointments, Kaliel Gold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about Kaliel Gold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com.

JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughters, and their goldendoodle.

BRITTANY BERTOLINI

Brittany Bertolini attended the University of Central Florida in Orlando and graduated in 2012 with a Bachelor's Degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history.

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

SARAH LEVIN

Sarah Levin helps clients navigate complex litigation. She has represented clients in state and federal court, as well as arbitration, and maintains an active pro bono practice. She serves on several local and national committees working to advance gender equity and reproductive health care.

Before joining KalielGold, Ms. Levin practiced at Skadden, Arps, Slate, Meagher & Flom LLP in New York, NY and the Legal Aid Society as the Skadden Pro Bono Fellow. She also served as a law clerk for the Honorable Jane A. Restani of the U.S. Court of International Trade.

Sarah graduated from New York University School of Law. During law school, she was Managing Editor of the *Journal of International Law and Politics*; a research assistant to Professor Robert Howse; a legal extern in the Southern District of New York for Judge Edgardo Ramos; and a legal intern for the Organisation for Economic Co-operation and Development (OECD) in Paris, France. Before law school, she worked for Goldman, Sachs & Co. and Cargill, Inc.

Sarah received her undergraduate degree from Hamilton College *magna cum laude* and *Phi Beta Kappa*, and was awarded the Judge John Wells Fellowship for Graduate Study for outstanding undergraduate research. She received her M.A. in International Affairs from the George Washington University, Elliott School of International Affairs.

Ms. Levin is admitted to practice in New York and Florida, as well as the U.S. District Courts for the Eastern District of New York and the Southern District of New York.

CLASS COUNSEL APPOINTMENTS

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.);
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.);
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.);
- *Robinson v. First Hawaiian Bank*, Civil No.17-1-0167-01 GWBC (1st Cir. Haw.);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.);
- *Liggio v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.*, Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.);
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.);
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. Le&N Federal Credit Union*. No. 19-CI-022873 (Jefferson Cir. Ct., Division One);
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.);
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.);
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.);
- *In re Higher One OneAccount Marketing and Sales Practice Litigation.*, No. 12-md-02407-VLB (D. Conn.);
- *Shannon Schulte, et al. v. Fifth Third Bank.*, No. 1:09-cv-06655 (N.D. Ill.);
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.);
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.);
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.);
- *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.);
- *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al*, No. 1:10-cv-21080 (S.D. Fla.);
- *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.);
- *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.);
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.);
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.);
- *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.).

EXHIBIT 3

FIRM BIOGRAPHY

LITE DEPALMA GREENBERG & AFANADOR, LLC

December 2024

Lite DePalma Greenberg & Afanador, LLC is a general practice law firm, with offices in Newark and Philadelphia. The firm specializes in commercial and complex litigation with a concentration in class action matters in the areas of securities, antitrust, consumer fraud, and insurance sales practices. More detail about the firm and its attorneys appears on its website, www.litedepalma.com.

Diversity and Inclusiveness: Our Tradition

Lite DePalma Greenberg & Afanador, LLC has a long-standing tradition of recruitment, retention, and advancement of women and minority attorneys. The firm did not attain its diverse team of partners, associates, and staff as a result of a contemporary mission to create diverse workplaces. Long before multiculturalism became the trend, Lite DePalma Greenberg & Afanador, LLC was committed to diversity in the workplace. Having elected its first minority attorney to the partnership over twenty-five years ago, the firm has continually maintained a team of partners, associates, and staff that is representative of various multicultural backgrounds. The firm is committed to the advancement of women and minority attorneys and currently boasts a team comprised of 50% women and/or minority attorneys at the partnership level. We are also committed to staffing cases with a diverse team of seasoned attorneys that are capable of tending to the needs of our clients in today's increasingly diverse global economy. To that end, Lite DePalma Greenberg & Afanador, LLC actively recruits women and minority attorneys. We are immensely proud to have been part of that journey and have witnessed firsthand how this type of trail blazing motivates and inspires our associates.

Community and Leadership: Our Devotion to the Development of the Newark Community and Minority / Socioeconomically Disadvantaged Groups

Founded in 1978, our law firm began its practice in Newark, New Jersey and has remained a Newark resident at all times. As a proud member of the Newark community, Lite DePalma Greenberg & Afanador, LLC supports its local charitable, educational, cultural, and pro bono legal institutions. The firm is heavily involved with Newark's educational institutions. The firm has participated in a summer hiring program that employs minority students from University High School on a part-time basis in order to provide inner city students with valuable exposure to a law practice. It also supports Newark's law schools by supporting Seton Hall and Rutgers-Newark, financially and otherwise. Our attorneys are deeply committed to both schools and regularly volunteer their time in alumni, moot court, and other programs. In the cultural arena, the firm was a Founding Sponsor of the New Jersey Performing Arts Center in Newark and a consistent financial supporter of NJPAC since its inception. Among the pro bono legal institutions that Lite DePalma Greenberg & Afanador, LLC has actively assisted are Consumers League of New Jersey and the Center for Auto Safety in Washington, DC. The firm successfully represented both organizations as amicus curiae in cases before the Supreme Court of New Jersey. Additionally, several of our attorneys were among the first in New Jersey to handle pro bono appeals in the New Jersey Appellate Division's Pro Bono Civil Pilot Program and have participated in several pro bono matters.

Loyalty: Our Commitment to Family and Personal Relationships

Lite DePalma Greenberg & Afanador, LLC has long-realized that promoting healthy family and personal relationships is a key component to building a successful and cohesive practice. Mindful of the increase in dual income families, the firm strives to create an environment that is respectful of family obligations. Lite DePalma Greenberg & Afanador, LLC endeavors to

facilitate flexible work arrangements by offering a fair family leave policy, flex-time, and telecommuting.

MEMBERS OF THE FIRM

JOSEPH J. DEPALMA (Newark Office), the Firm's Managing Member, has a vast breadth of experience in many types of class action cases involving securities, ERISA, antitrust, product liability, and consumer fraud. Mr. DePalma also handles shareholder derivative litigation, commercial litigation, and transactional matters for the firm's corporate clients. He has a Masters Degree in Business Administration and a J.D. degree from Seton Hall University School of Law.

Mr. DePalma has served as Co-Lead Counsel for the State of New Jersey, Division of Investment, as Lead Plaintiff in two prominent class actions that have resulted in significant recoveries: *Reginald Newton v. Tenet Healthcare Corp.*, (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.) (\$281.5 million settlement); *In re Motorola Securities Litig.*, Civ. No. 03-C-287 (N.D. Ill.) (\$193 million settlement reached three business days before trial).

Mr. DePalma has also played an active role in obtaining settlements in numerous recognized class actions comprising some of the largest settlements in the nation. Included in such cases are: *In re Prudential Ins. Co. of America Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998) (over \$4 billion paid out in largest insurance sales practices settlement ever) (Liaison Counsel); *In re Lucent Technologies Securities Litig.*, Civil Action No. 00cv621(AJL) (D.N.J.), reported opinions, 2003 WL 25488395 (D.N.J. Dec. 15 2003), 2002 WL 32815233 (D.N.J. July 16, 2002), 217 F. Supp. 2d 529 (D.N.J. 2002), 2002 WL 32818345 (D.N.J., May 9, 2002), 221 F. Supp. 2d 463 (D.N.J. 2001), 221 F. Supp. 2d 472 (D.N.J. 2001) (approximate \$610 million settlement) (Liaison Counsel); *Galanti v. Goodyear*, Civil Action No. 03-209(SRC) (D.N.J.) (\$300 million product liability settlement) (Liaison Counsel); *In re Aremissoft Corp. Securities Litig.*, Civil

Action No. 01-CV-2486 (JAP) (D.N.J.), reported opinion, 210 F.R.D. 109 (D.N.J. 2002) (over \$250 million recovered to date; case is ongoing) (Liaison Counsel); *In re Royal Dutch/Shell Transport Litigation*, Civil Action No. 04-1398 (JWB) (D.N.J.), reported opinions, 404 F. Supp. 2d 605 (D.N.J. 2005), 380 F. Supp. 2d 509 (D.N.J. 2005) (\$90 million ERISA settlement, the largest settlement ever under ERISA) (Liaison Counsel); *P. Schoenfeld Asset Management, LLC v. Cendant Corp.*, Civil Action No. 98-4734(WHW) (\$26 million settlement after precedent-setting decision in same case); *Semerenko v. Cendant Corp.*, 223 F.3d 165 (3d Cir. 2000)) (Liaison Counsel); *Steiner v. MedQuist*, Civil Action No. 04-CV-05487-JBS (D.N.J.), reported opinion, 2006 WL 2827740 (D.N.J. Sept. 29, 2006) (\$7.75 million) (Liaison Counsel); *In re Tellium Securities Litig.*, No. 02-CV-5878 (FLW) (D.N.J.), reported opinion, 2005 WL 1677467 (D.N.J. June 30, 2005) (\$5.5 million) (Liaison Counsel); and *In re NUI Securities Litig.*, Civil Action No. 02-CV-5220 (MLC) (D.N.J.), reported opinion, 314 F. Supp. 2d 388 (D.N.J. 2004) (\$3.5 million) (liaison counsel).

Mr. DePalma's years of experience also include the following major matters: *In re Computron Software, Inc. Securities Litig.*, Civil Action No. 96-1911 (AJL) (approximate \$15 million settlement) (Liaison Counsel); *In re USA Detergents, Inc. Securities Litigation*, Master File No. 97-2459 (MTB), District of New Jersey (\$10 million settlement) (Liaison Counsel); *In re: The Children's Place Securities Litig.*, Master File No. 97-5021 (JCL), (D.N.J.), reported opinion, 1998 WL 35167284 (D.N.J. Sept. 4, 1998) (\$1.7 million settlement) (Liaison Counsel); *Arthur Fields, et al. v. Biomatrix, Inc., et al.*, Civil Action No. 00-CV-3541 (WGB), (D.N.J.) (\$2.45 million settlement) (Liaison Counsel); *In re Horizon Healthcare Services Inc. Data Breach Litigation*, 2:13-cv-7418 (D.N.J.), reported opinion, 846 F.3d 625 (2017) (case settled) (Co-Lead

Counsel); and *In re Atlas Mining Securities Litig.*, Civil Action No. 07-428-N-EJL (D. Idaho) (\$1.25 million) (Lead Counsel).

Some of Mr. DePalma's other court approved class action and mass action settlements, involved product liability, takeover and ERISA matters. In a complex MDL mass action proceeding involving the illegal harvesting of body parts and the untested surgical implanting of those parts, Mr. DePalma, along with a team of nationally recognized colleagues, achieved a global settlement in a case captioned *In re Human Tissue Product Liability Litig.* (D.N.J.). Mr. DePalma achieved a settlement on behalf of shareholders in tender offer litigation, *In re Alpharma Shareholder Litigation*, (N.J. Superior Ct.). In a complex ERISA matter involving two appeals to the Third Circuit, *In re Schering-Plough Corporation ERISA Litigation*, (D.N.J.), Mr. DePalma obtained a settlement of \$8.5 million on behalf of a class of participants in a retirement plan alleging breaches of fiduciary duties.

Mr. DePalma is currently involved in several plaintiff class action antitrust matters and has leadership roles in *In re: Fragrance Indirect Purchaser Antitrust Litigation*, 2:23-cv-03249 (D.N.J.) (liaison counsel for indirect purchaser plaintiff class); *Cornish-Adebiyi v. Caesars Entertainment, Inc.*, No. 23-cv-2536 (D.N.J.) (liaison counsel); and *Vascepa Antitrust Litigation Indirect Purchaser Plaintiffs*, Docket No. 21-12061 (ZNQ)(LHG) (D.N.J.) (executive committee). Mr. DePalma also currently is involved in the following class actions in the District of New Jersey: *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, Docket No. 19-md-2904 (co-lead counsel); *In re Emisphere Technologies, Inc. et al., Securities Litigation*, Case No. 2:23-cv-20898-SDW-AME (liaison counsel); *Mendez v. Avis Budget Group, Inc.*, Docket No. 2:2011-cv-06537 (co-lead counsel, recently settled for \$45 million); and *BCR Carpentry LLC v. FCA US LLC*, 3:21-cv-19364-GC-DEA (liaison counsel).

Mr. DePalma has represented defendants in class action litigation involving prisoners' rights: *Ford v. Smith*, 1:20-cv-18863 (NLH)(AMD) (D.N.J.) and *Brown v. Warren*, 1:20-cv-7907 (NLH)(AMD) (D.N.J.). Mr. DePalma has also successfully represented customers of Showtime and AMC in mass arbitrations.

Mr. DePalma has achieved excellent results for clients in other areas of litigation. Among other things, he won large settlements for a condominium association on construction defect and legal malpractice claims and has successfully handled securities arbitrations as well.

Mr. DePalma has lectured in the areas of class action law and in complex commercial litigation. He has also served as a member of the New Jersey Supreme Court's District Ethics Committee.

Mr. DePalma served on the Board of Visitors of the Seton Hall University School of Law from 2011 to 2022. Mr. DePalma served as co-chair of the law school's Small Firm Committee and was a member of its Diversity Counsel.

Mr. DePalma was named as a New Jersey Super Lawyer in the 2007-2024 issues of *New Jersey Monthly* magazine. He was also named to ALM's 2012 "New Jersey Top Rated Lawyers," listed under "Business & Commercial."

BRUCE D. GREENBERG (Newark Office) has served as Co-Lead Counsel, Executive Committee or Steering Committee member, or Liaison Counsel in major antitrust, defective products, consumer fraud, and securities class action cases. He also handles sophisticated appellate, commercial and real estate litigation.

A number of Mr. Greenberg's class action cases have resulted in significant settlements. Among his federal court class action successes are a settlement worth more than \$750 million for a nationwide class in *Varacallo v. Massachusetts Mutual Life Ins. Co.*, 226 F.R.D. 207 (D.N.J.).

2005) (Co-Lead Counsel), an insurance sales practices case, a \$35.75 million nationwide class settlement in *In re STEC Securities Litig.*, No. SACV 09-01304-JVS (MLGx) (Co-Lead Counsel), a securities fraud case, *Cole v. NIBCO, Inc.*, No. 13-7871 (FLW) (TJB) (Co-Lead Counsel), a \$43.5 million nationwide settlement in a defective products case, a nationwide consumer settlement worth up to \$13 million in *Schwartz v. Avis Rent a Car System, LLC*, Civil Action No. 11-4052 (JLL) (Co-Lead Counsel), a highly valuable nationwide settlement in *In re Samsung DLP Television Class Action Litigation*, Civil Action No. 07-2141 (GEB) (MCA) (Executive Committee), a \$9.59 million settlement in *In re N.J. Tax Sale Certificate Antitrust Litig.*, 750 Fed. Appx. 73 (3d Cir. 2018) (Liaison Counsel), settlements totaling over \$200 million for a nationwide class in the multidistrict antitrust litigation captioned *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, Civil Action No. 04-5184 (FSH) (D.N.J.) (Liaison Counsel), and another antitrust class action, *In re Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687, Civil Action No. 16-md-2687 (JLL) (JAD) (District of New Jersey) (Steering Committee and Liaison Counsel), which produced settlements totaling over \$90 million for a nationwide class. His efforts as Co-Lead Counsel for certified classes in the United States District Court for the Western District of Pennsylvania (*Zeno v. Ford Motor Co.*, 238 F.R.D. 173 (W.D. Pa. 2006), and 480 F. Supp. 2d 825 (W.D. Pa. 2007)), and in the Superior Court of New Jersey, led to a four-state settlement that afforded full benefit of the bargain relief to consumers in *Pedersen v. Ford Motor Co.*, No. GIC 821797 (Cal. Super Ct.). Mr. Greenberg was also instrumental in *In re Motorola Securities Litig.*, Civ. No. 03-C-287 (N.D. Ill.), where Lite DePalma Greenberg & Afanador, LLC, as Co-Lead Counsel, achieved a \$193 million settlement just three business days before trial was to begin.

Mr. Greenberg's New Jersey state court class actions include a settlement valued at \$8.6 million for a nationwide class of current and former merchants in *Roma Pizzeria v. Harbortouch f/k/a United Bank Card*, Docket No. HNT-L-637-12 (Co-Lead Counsel); a \$100 million settlement for a nationwide consumer class in *Friedman v. Samsung Electronics America, Inc.*, Docket No. BER-L-7250-01 (Liaison Counsel), a comparably sized settlement for a nationwide consumer class in *Summer v. Toshiba America Consumer Products, Inc.*, Docket No. BER-L-7248-01 (Liaison Counsel), another nationwide consumer class settlement in *Barrood v. IBM*, Docket No. MER-L-843-98 (Co-Lead Counsel), which afforded class members full benefit of the bargain relief, (Co-Lead Counsel), a settlement for a New Jersey consumer class worth over \$7 million in *Delaney v. Enterprise Rent-A-Car Co.*, Docket No. OCN-L-1160-01 (Co-Lead Counsel), a \$4.5 million settlement for a New Jersey consumer class in *DeLima v. Exxon*, Docket No. HUD-L-8969-96 (Co-Lead Counsel), and an unprecedented settlement in a class action involving a merger, *Rubin v. Mercer Insurance Group, Inc., et al.*, Docket No. MER-C-102-10 (Co-Liaison Counsel), which afforded stockholders the opportunity to review forward looking financial information of the company, thus allowing shareholders to make a more informed decision concerning the merger.

A 1982 graduate of the Columbia University School of Law, Mr. Greenberg clerked for Justice Daniel J. O'Hern of the Supreme Court of New Jersey for the 1982-83 Term. Before joining the firm, Mr. Greenberg was a partner at one of New Jersey's largest law firms.

Mr. Greenberg appears regularly in the appellate courts. He has argued thirteen times in the Supreme Court of New Jersey, three cases in the Third Circuit Court of Appeals, over 75 cases in New Jersey's Appellate Division, and one case in the Colorado Court of Appeals. Over 40 of his cases have resulted in published, precedential opinions, including major decisions on class

actions, mass torts, zoning and land use, restrictive employment covenants, real estate brokerage, and other topics.

Among his many other publications, Mr. Greenberg is the author of the chapter entitled “Supreme Court Review” in *New Jersey Appellate Practice Handbook* (New Jersey ICLE), co-author, with Susana Cruz Hodge, of the chapter entitled “Class Action Litigation” in *New Jersey Federal Civil Procedure* (NJLJ Books (1st ed. 1999 and annual supplements)), and author of “Keeping the Flies Out of the Ointment: Restricting Objectors to Class Action Settlements,” 84 *St. John’s L. Rev.* 949 (2010). That and other law review articles that he has written have been cited with approval by the Supreme Court of New Jersey, the Appellate Division, and federal and state courts in other jurisdictions. Mr. Greenberg has lectured on class actions for both New Jersey and Pennsylvania CLE, and he delivered the 27th Annual Evangelides Memorial Lecture at Rutgers University’s Eagleton Institute on the topic “Class Action Litigation: Who Benefits?” He has served as an expert witness on attorneys’ fees in class actions and Chancery litigation and has also spoken on civil trial preparation, appellate practice and other subjects. Mr. Greenberg also writes the New Jersey Appellate Law blog, <http://appellatelaw-nj.com>, New Jersey’s foremost appellate blog, since 2010.

Mr. Greenberg belongs to the New Jersey State Bar Association (“NJSBA”) and was Chair of the Association’s Appellate Practice Committee from 2004-2006. He is a past Co-Chair of the NJSBA’s Class Actions Committee, a position he held from 2008-2016. From 1991-2006, Mr. Greenberg was a member of the Supreme Court of New Jersey Committee on Character. He was also one of the founding members, and a past Chair, of the New Jersey Law Firm Group, a consortium of major law firms to advance hiring of minority lawyers.

Mr. Greenberg has been named to the “New Jersey Super Lawyers” list, for “Appellate Practice,” in *New Jersey Monthly* magazine every year since 2005, when that list was first published, and has twice been named to the “New Jersey Super Lawyers” Top 100, most recently in 2020. Mr. Greenberg has been listed in “Best Lawyers in America®” each year since 2019 for “Appellate Practice.” He was also named a Fellow of the American Academy of Appellate Lawyers, one of only four New Jersey lawyers who are so designated. Mr. Greenberg was also listed in ALM’s 2012 “New Jersey Top Rated Lawyers,” under “Commercial Litigation.” Mr. Greenberg has an “AV” rating from Martindale-Hubbell.

VICTOR A. AFANADOR (Newark Office) chairs the litigation and trial practice group for civil and criminal cases. His experience includes private and public entity litigation including but not limited to tort liability defense, employment related defense of CEPA and LAD matters, police related state and federal civil rights defense, condemnation and redevelopment law, complex commercial litigation, and criminal defense. His experience includes trial, oral advocacy and settlement negotiations before the New Jersey Office of Administrative Law, the Superior Court of New Jersey in various vicinages, the Appellate Division, the United States Court for the District of New Jersey, the United States Third Circuit Court of Appeals and the Supreme Court of the United States. In addition, Mr. Afanador served from September 1999 through May of 2005 as Deputy Director of Law for the City of Perth Amboy. In that capacity, he provided counsel to the Mayor, the City Council, and City department directors on legal matters.

Mr. Afanador has successfully tried to verdict jury and bench trials in a myriad of matters. In addition to his trial work, Mr. Afanador has also applied his investigative skills in the class action area. He interviewed Spanish-speaking employees and prepared a report for the Court as

part of the firm’s responsibilities as Class Administrator for an employment discrimination class action.

Mr. Afanador clerked for Judges Mathias E. Rodriguez and Frederick P. DeVesa, Superior Court of New Jersey, Law Division Criminal Part, in Middlesex County from 1998-1999.

Mr. Afanador was appointed by the Essex County Executive in September of 2005 to serve as a Commissioner on the Essex County Board of Public Utilities. He is a member of the Association of the Federal Bar of the State of New Jersey (Immediate Past President), Seton Hall University School of Law Alumni Association (Past President), New Jersey State Bar Association, the Essex County Bar Association, and the Hispanic Bar Association of New Jersey. He was admitted into the American College of Trial Lawyers as a Fellow in 2023. He is also a proud 2003 Graduate of the Leadership Newark Fellowship Program and has served on the African Globe Theatreworks Board of Directors, a professional theater company based in Newark, New Jersey.

Mr. Afanador was designated a Rising Star in May 2006, May 2007, May 2008, May 2009, May 2010, May 2011, May 2012, and May 2013 issues of *Super Lawyers* and has been selected as a Super Lawyer every year since 2016 through 2024. He was also named to the “40 Under 40” issue by the New Jersey Law Journal in 2010.

SUSANA CRUZ HODGE (Newark Office) is a member of Lite DePalma Greenberg & Afanador, LLC and focuses her practice on class actions. Her primary focus is on product liability and consumer fraud cases. Ms. Hodge has participated in numerous consumer cases, including *Cole v. NIBCO, Inc.*, No. 13-CV-07871 (D.N.J.), a case involving defective plumbing piping, tubing and fixtures that resulted in a nationwide consumer settlement worth \$44 million; *Schwartz v. Avis Rent a Car System, LLC*, No. 11-4052 (D.N.J.), a case involving fraudulent fee charges that resulted in a nationwide consumer settlement worth up to \$13 million; *In re Shop-Vac Marketing*

& *Sales Practices Litig.*, No. 4:12-MD-2380 (M.D. Pa.), a case involving misrepresentation of the peak horsepower of wet/dry vacuums that resulted in a nationwide settlement fund valued at \$174 million; and *Mendez v. Avis Budget Group, Inc.*, No. 11-cv-6537 (D.N.J.), a case involving the misrepresentation of toll charges that resulted in a settlement of \$45 million on behalf of a nationwide class of over 10 million consumers.

Recently, Ms. Hodge was appointed co-lead counsel in *In re Plum Baby Food Litigation*, No. 4:21-cv-00913 (N.D. Cal.), a multi-state class action filed on behalf of purchaser of Plum baby food products alleged to contain heavy metals and perchlorate. Ms. Hodge was also appointed as a member of the Executive Committee in *In re Robinhood Outage Litigation*, No. 20-01626-JD (N.D. Cal.), which was filed on behalf of users of Robinhood's trading platform. Ms. Hodge was also actively involved in representing plaintiffs in several consumer class actions involving heavy metals, BPA, and other contaminants and toxins in food, including, *Zeiger v. WellPet LLC*, No. 3:17-cv-04056 (N.D. Cal.), where a class of California dog food purchasers was recently certified.

Ms. Hodge also represents individual parties in general business disputes arising from breach of contract and fraud, as well as employment-related issues. In her capacity as a commercial litigator, Ms. Hodge represented a major food and beverage company in recovering millions of dollars fraudulently converted in a Ponzi scheme. She has also represented a struggling local business in closing its doors without filing bankruptcy, which involved negotiating settlements with nearly 100 creditors and successfully pursuing claims against various debtors. Ms. Hodge has investigated, negotiated, and litigated claims by subcontractors and material suppliers in a range of construction-related contractual disputes. Ms. Hodge has also filed and defended commercial and residential construction liens, and payment and performance bond surety claims in cases

involving public and private construction projects, and represented developers in breach of contract actions.

Ms. Hodge has briefed and argued before the United States Court of Appeals for the Seventh Circuit, the U.S. District Court for the District of New Jersey, and the New Jersey Superior Court. Ms. Hodge has also participated in appeals to the United States Court of Appeals for the Third, Seventh, and Ninth Circuits, as well as to the Appellate Division of the New Jersey Superior Court involving constitutional and employment law, rent control, and commercial leasing issues.

Ms. Hodge was one of the first attorneys in New Jersey to handle pro bono appeals in the New Jersey Appellate Division's Pro Bono Civil Pilot Program and has participated in several pro bono matters. Notably, Ms. Hodge represented an individual in an emergency application to the New Jersey Appellate Division, which led to the client avoiding eviction, and secured a dismissal of a temporary restraining order in another matter that would have imposed automatic prison time for her client.

Ms. Hodge is co-author, with Bruce D. Greenberg, of the chapter entitled "Class Action Litigation" in New Jersey Federal Civil Procedure and has been a panelist in various seminars such as "Significant Developments in Class Actions," hosted yearly by the New Jersey Institute for Continuing Legal Education, and "The Evolving Nature of Class Actions," hosted by New Jersey State Bar Association.

Ms. Hodge is a graduate of Boston College (2001) and Boston College Law School (2005). Prior to joining private practice, Ms. Hodge clerked for the Hon. Thomas J. LaConte, Superior Court of New Jersey, Passaic County. She also taught Legal Writing at Seton Hall University Law School to first year law students prior to joining Lite DePalma Greenberg & Afanador, LLC. Prior to attending law school, Ms. Hodge taught Portuguese, English, and math to young students in Rio

de Janeiro, Brazil, as part of Projeto Unicom Rocinha, a Brazilian non-profit organization. Ms. Hodge was named as a “Rising Star” in *New Jersey Monthly* magazine from 2014 to 2019 and has since been named to the “New Jersey Super Lawyers” list every year.

MINDEE J. REUBEN (Philadelphia Office) is a Member of the firm and is resident in the firm’s Philadelphia office. Ms. Reuben represents plaintiffs across the country in a broad range of antitrust and consumer class action matters, regularly serving as lead, co-lead and liaison counsel and as a member of case-management committees in high-profile, multi-jurisdictional litigation. *Super Lawyers* and *Philadelphia Magazine* have repeatedly named Ms. Reuben as one of Pennsylvania’s and Philadelphia’s top lawyers in the field of antitrust, as well as one of the top 50 Women Super Lawyers overall in the state. Mindee has also been recognized in *The Best Lawyers in America* for her work in Antitrust Law and Litigation – Antitrust and in Chambers USA.

Ms. Reuben is currently involved in several plaintiff class action antitrust matters and has leadership roles in *In re: Generic Pharmaceutical Pricing Antitrust Litigation*, No. 16-md-2724 (E.D. Pa.) and *Cornish-Adebisi v. Caesars Entertainment, Inc.*, No. 23-cv-2536 (D.N.J.). Representative antitrust matters in which Ms. Reuben has had leadership or other significant roles include: *In re: Processed Eggs Products Antitrust Litigation*, No. 08-md-2002 (E.D. Pa.) (co-lead and liaison counsel, \$130 million settlement); *In re Blue Cross Blue Shield Antitrust Litigation* (Subscribers), No. 13-cv-20000 (N.D. Ala.) (trial plan committee, \$2.67 billion settlement); *In re Broiler Chicken Antitrust Litigation* (Direct Purchasers), No. 18-cv-8637 (N.D. Ill.) (deposition and trial teams, \$284 million settlement); and *In re: Polyurethane Foam Antitrust Litigation*, MDL No. 2196 (N.D. Ohio) (executive committee, \$147,000,000 settlement).

Ms. Reuben serves as liaison counsel in the data breach matter of *In re Wawa, Inc. Data Security Litig.*, 19-cv-6019 (E.D. Pa.) (settlement pending). Ms. Reuben has also served as class counsel in federal and state consumer class actions, including *Fritzinger v. Angie's List*, Case No. 12-cv-1118 (S.D. Ind.) and *Stone v. Stewart Title Guaranty Co.*, Philadelphia Court of Common Pleas, June Term, 2006, No. 2003 (consol. under *Cummings v. Stewart Title Guaranty Co., et al.*, Philadelphia Court of Common Pleas, March Term, 2005, No. 747) (Glazer, J.), both of which resulted in favorable settlements for the class. At the final approval hearing in *Stone*, the court noted that “counsel really did an extraordinary job.”

Ms. Reuben is actively involved with the Philadelphia Bar Association, having served as Vice Chair of the Association’s Bench Bar and Annual Meeting and as Chair of its Women’s Rights Committee. Her work on the Women’s Rights Committee focused on human trafficking in the United States and resulted in the Association’s Board of Governors passing a Resolution in Support of Ratification of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). She is also a member of the Federal Courts Committee, Women in the Profession Committee and Business Law Section.

Ms. Reuben is a founding member of Women Antitrust Plaintiffs’ Attorneys, a national organization of women who focus their practices on cartel and other anticompetitive cases. She has been appointed to serve in various leadership roles and on task forces in American Bar Association, and appointed to be a judge in the ABA regional moot court competition held in Philadelphia. Ms. Reuben is also a Lecturer in Law for legal writing for the LL.M. program at the University of Pennsylvania School of Law. She previously served as an Adjunct Professor of Law at the James E. Beasley School of Law of Temple University.

Ms. Reuben has contributed to numerous comprehensive legal publications, and has spoken on a variety of subjects, including ethics and the Federal Rules of Civil Procedure. Most recently, Mindee was a panelist for the ABA Civil Practice and Procedure Section of Antitrust Law speaking on “Antitrust Class Action Program Series: Class Action Killer or Business as Usual? -- Rule 23(b)(3) and the Predominance Requirement” and a panelist for the ABA Section of Litigation’s “Rules Roadshow,” on the topic “Precision Advocacy: Reinventing Motion Practice to Win” in Philadelphia.

After earning her J.D. and M.P.A. from the University of Pittsburgh, Ms. Reuben served as a law clerk for the Honorable Frank J. Montemuro, Senior Justice of the Supreme Court of Pennsylvania.

ALLEN J. UNDERWOOD II (Newark Office) is a seasoned corporate, commercial and bankruptcy attorney who serves as outside general and special counsel to public and private manufacturing, trading, lending and service providers. His corporate and commercial career has as its foundation many years of intensive representations of creditors, debtors, committees and trustees in federal bankruptcy and state law debtor/creditor matters. Representing a distressed entity in workout, forbearance, reorganization (either inside or outside of bankruptcy), wind-down or liquidation requires certain confidence, experience and mettle. These same characteristics are required when representing companies in strategic growth phases, commercial negotiations and, where unavoidable, civil litigation. Mr. Underwood’s extensive experience counseling clients at their best of times and their worst of times enables him to provide fast and efficient advice on the executive level. Mr. Underwood holds a Bachelor of Arts Degree in both History and Creative Writing from Hamilton College in Clinton, New York. He holds a Juris Doctorate from the Seton Hall University School of Law. He was law clerk to the Honorable Edward V. Torack, J.S.C.

Mr. Underwood is chair of the firm's Corporate, Commercial and Bankruptcy Department. This practice, by definition, encompasses diverse areas of state and federal law, something he both relishes, and emphasizes when describing his work with clients. In the Chancery and Law Divisions, Mr. Underwood has represented corporate and individual plaintiffs and defendants in breach of contract, common-law fraud and breach of fiduciary duty matters, employment cases, and all manner of commercial actions. In the bankruptcy courts, Mr. Underwood has represented a multitude of corporate bankruptcy creditors on administrative, secured, priority and unsecured claims, with many of these matters involving complex issues of securitization, priority, setoff, recoupment, reclamation and possession of collateral. These matters frequently involve related issues (difficult in their own right) of purportedly preferential or fraudulent transfers, demands for turnover, alleged unauthorized pre- or post-petition transfers, assumption and rejection, and the like. Issues of guaranty and indemnity, whether as to principal, corporations, or construction and insurance entities, have likewise proliferated in recent years. Mr. Underwood has also represented creditors in numerous healthcare-related bankruptcies, including in most of the major hospital bankruptcies filed in New Jersey over many years.

In bankruptcy and insolvency matters, Mr. Underwood's ethos for creditors is to minimize costs while maximizing leverage and recovery. The ability to achieve this, time and again, is the product of efficiency, hard work and experience. That same ethos characterizes his efforts in commercial and transactional matters.

Mr. Underwood is admitted and frequently practices in the state courts of New York and New Jersey, and the Federal District and Bankruptcy Court in New Jersey, as well as the Federal District and Bankruptcy Courts in the Southern, Eastern and Western Districts of New York. Mr. Underwood is also admitted in the District of Columbia, and from time to time as necessary has

been admitted pro hac vice before the United States Bankruptcy Court for the District of Delaware. Notable bankruptcy matters over the years are many, but include: representation of personal injury and wrongful death plaintiffs as creditors in multiple Delaware nursing home and healthcare-related bankruptcies; representation of insurance entities in numerous New Jersey bankruptcies on every aspect of coverage, from pre-filing negotiations to cash collateral and budget treatment, claims filing, plan confirmation, assumption and rejection, claims objections, and defense of avoidance actions; representation of commercial lenders in New York and New Jersey bankruptcies on secured claims; representation of a New Jersey city as creditor of a major real estate development in Chapter 11, and a complex settlement enabling resolution of takings claims, debtor refinance and project completion, maintenance and beneficial modification of the redevelopment plan, a confirmed Chapter 11, and ultimately a successful project that amplified revenue and regenerated a blighted area, representation of a manufacturer of factory equipment in Delaware bankruptcies on reclamation, administrative and unsecured claims related to immediate pre-bankruptcy factory renovations, and product and work supplied thereto.

Notable non-bankruptcy court litigations include: summary judgment for a plaintiff pension fund on dispositive motion as to multiple conveyances under the Uniform Fraudulent Transfers Act; settlement and payment following litigation to judgment on equipment shipped to Iraq but not paid for in full; settlement of trust and estate litigation in the Chancery Division alleging fraud and defalcation in fiduciary capacities by trustee and executor.

In addition to the above litigation, Mr. Underwood has always simultaneously represented individuals, and public and private corporations (with a distinct preference for closely held businesses) on the panoply of issues that arise for businesses. Notable corporate representations include: reorganization of a deadlocked non-profit and conversion of same to a for-profit entity,

with continuing corporate general representation; corporate reorganization of all U.S. subsidiaries of a major manufacturer, streamlining corporate structure and operations, reducing overall costs, and deriving operation and tax benefit thereby, with continuing corporate general representation on all matters; negotiations with the Pension Benefit Guaranty Corporation, resulting in a successful resolution regarding legacy subsidiary plan underfunding due in large part to market fluctuations; internal reorganization of a deadlocked business closely held by multiple generations of multiple families, streamlining of operations, and continuing corporate general representation on all matters.

Notable discrete corporate and commercial transactions include: negotiation and documentation of oil- and gas-related manufacturing supply and service contracts involving the supply of equipment and coordinated projects to public companies and state-owned entities in the state of Texas and in Brazil, Mexico, Romania, Tajikistan and many places in between; negotiation and documentation of supply contracts for equipment manufactured for U.S. government and military use; routine negotiation and documentation of agreements for the supply of curated data and information from licensed sources.

Mr. Underwood speaks frequently on bankruptcy and commercial matters at private client seminars, and events sponsored by the New Jersey State Bar Association/New Jersey Institute for Continuing Legal Education (NJICLE), the American Bankruptcy Institute, and other industry organizations. In 2014, Mr. Underwood received from Martindale-Hubbell® Peer Review Ratings™ a Peer Review Rating of AV® Preeminent™ in Bankruptcy, Insolvency and Creditor's Rights. This is the highest rating obtainable. In 2011, he was named to the New Jersey Law Journal's top "40 Under 40" List. Mr. Underwood is a member of the American Bankruptcy Institute, the Turnaround Management Association, The Association of Commercial Finance

Attorneys, Garden State Credit Associates, and the New Jersey Bar Association, among other organizations, and he remains an associate member of the Bergen County Bar Association.

COUNSEL

STEVEN J. GREENFOGEL (Philadelphia Office) is Counsel to the firm and is resident in the firm's Philadelphia office. Throughout his over fifty-year career, Mr. Greenfogel has specialized in class action antitrust litigation, including many of the most significant multidistrict class action price fixing cases of modern times. He has served as Co-Lead Counsel in *In re Chain Link Antitrust Litigation*, Master File CLF-1 (D. Md); *In re Industrial Silicon Antitrust Litigation*, 95-2104 (W.D. Pa) (which he tried to verdict), *In re Isostatic Graphite Antitrust Litigation*, No. 2000-cv-4965 (E.D. Pa); and *Gordon v. Amadeus IT Group, S.A.*, 15-cv-03457-KPF (S.D.N.Y.). Mr. Greenfogel also served as one of the main trial counsel as well as co-chairman discovery in *In re High Pressure Laminates Antitrust Litigation*, No. 00-MD-1368(CLB) (S.D.N.Y.) (tried to verdict) and *In re Carbon Dioxide Antitrust Litigation*, MDL 940 (M.D. Fla) (settled after jury selection). In addition to being Co-Chairman of Discovery in *In re Infant Formula Antitrust Litigation*, Master File No. MDL 878 (N.D. Fla), Mr. Greenfogel served as one of plaintiff's trial counsel (settled after jury selection). He has served as a member of Plaintiffs' Executive Committee in numerous cases, including: *In re Municipal Derivatives Antitrust Litigation*, MDL 1950 (S.D.N.Y. 2008); *In re Static Random Access Memory (SRAM) Antitrust Litigation*, cv-1819 (N.D. Cal 2007); and *In re Publication Paper Antitrust Litigation*, MDL 1631 (D. Ct . 2004). Mr. Greenfogel has also played a major role in numerous other multidistrict antitrust class actions, including: *O'Bannon v. National Collegiate Athletic Ass'n, et al.*, 4:09-cv-3329 (N.D. Cal 2009) (member of Plaintiff's trial team and co-chairman of discovery); *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL 1827 (N.D. Cal 2006); *In re Direct Random Access Memory (DRAM)*

Antitrust Litigation, No. 02-cv-01486-OHG (N.D. Cal 2002); *In re NASDAQ Market Makers Antitrust Litigation*, MDL 1023 (S.D.N.Y.) (chairman of discovery); *In re Brand Names Prescription Drugs Antitrust Litigation*, MDL 997 (N.D. Ill.); *In re Commercial Tissue Antitrust Litigation*, MDL 1189 (N.D. Fla); *In re Infant Formula Antitrust Litigation*, MDL 878 (N.D. Fla); *Cumberland Farms v. Browning Ferris Industries, Inc.*, A.A. No. 87-3717; *Superior Beverage/Glass Container Antitrust Litigation*, 89 C 5251 (N.D. Ill.); *In re Chlorine & Caustic Soda Antitrust Litigation*, 86-5428 (E.D. Pa); *In re Records & Tapes Antitrust Litigation*, No. 82 C 7589 (N.D. Ill.); and *In re Broiler Chicken Antitrust Litigation*, No. 18-cv-8637 (N.D. Ga).

Earlier in his career from 1977 to 1980, Mr. Greenfogel served as an Assistant Attorney General in the Commonwealth of Massachusetts and was the first Chief of its Antitrust Division. He was the author of the Commonwealth's Antitrust Law (M.G.L. 93). During that time, he was a panelist at the New England Antitrust Conference in Boston as well as speaking on antitrust matters at various venues in Massachusetts.

Mr. Greenfogel served as a member of the Board of Trustees of Camden County College from 2000 through 2017, having been appointed to that position by Governors Whitman, McGreevy and Corzine. He has been selected fourteen times as one of the Top Attorneys in Pennsylvania by *Philadelphia Magazine* and has an "AV" rating from Martindale Hubbell.

CATHERINE B. DERENZE (Newark Office) is Counsel with the firm. Catherine plays a significant role in a diverse range of class action matters at the firm, including antitrust, consumer, and data breach litigation. Representative matters include: *In re Samsung Customer Data Security Breach Litig.*, No 23-md-3055 (D.N.J.) (appointed liaison counsel); *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (D.N.J.); *Cornish-Adebiyi v. Caesars Entertainment, Inc.*, No. 23-cv-2536 (D.N.J.); *In re Wawa*,

Inc. Data Security Litig., No. 19-cv-6019 (E.D. Pa.); *In re: Hard Disk Drive Suspension Assemblies Antitrust Litig.* (“*In re HDD*”), 19-md-02918 (N.D. Cal.); *In re: Generic Pharmaceutical Pricing Antitrust Litigation*, No. 16-md-2724 (E.D. Pa.); and *In re Plum Baby Food Litig.*, 1:21-cv-2417 (N.D. Cal.). She is heavily involved in discovery and motion practice and is developing a burgeoning appellate practice. Notable successes include defeating motions to dismiss in an antitrust matter, *In re HDD*, and a data breach matter, *In re AMCA*, and successfully briefing and arguing before the New Jersey Supreme Court on behalf of amici in *DiFiore v. Pezic*, 254 N.J. 212 (2023). She also provides research and writing assistance to new associates at the firm.

Ms. Derenze is a graduate of the College of the Holy Cross (2013) and Seton Hall University School of Law (2018). She is a member of the bars of the State of New Jersey and the Federal Bar of New Jersey. Ms. Derenze is also a member of the New Jersey Bar Association and is currently serving for her second year as the co-chair of its Appellate Practice Committee. Before joining LDGA, Ms. Derenze clerked for the Honorable Heidi Willis Currier, J.A.D., of the Appellate Division of the New Jersey Superior Court. Prior to that, she served as an extern to the Honorable Patty Shwartz, of the United States Court of Appeals for the Third Circuit.

In 2023 and 2024, Ms. Derenze spoke on recent trends in class action litigation for the New Jersey Institute for Continuing Legal Education (“NJICLE”) and the New Jersey State Bar Convention, and has spoken for NJICLE several times on appellate practice. She was also named as a “Rising Star” for “Appellate Practice” on the 2024 “New Jersey Super Lawyers” list.

GARY S. LIPSHUTZ (Newark Office) is Counsel with the firm. Mr. Lipshutz joined the firm in 2024 after spending more than two decades with the City of Newark Law Department, where he was First Assistant Corporation Counsel. Mr. Lipshutz has been certified by the New

Jersey Supreme Court as a Civil Trial Attorney since 2013 (having been recertified twice, in 2018 and 2023). Mr. Lipshutz has extensive trial and appellate experience in diverse litigated matters, including federal and state civil rights claims, Tort Claim Act, LAD and CEPA, contract, public bidding, and redevelopment matters. Mr. Lipshutz was the City of Newark's lead counsel in connection with the Consent Decree between United States Department of Justice and the City's Department of Public Safety, Division of Police. He also was lead counsel who handled the United States Coast Guard investigation into July 2023 ship fire at Port Newark that caused the death of two Newark firefighters. Mr. Lipshutz is a graduate of the University of Pennsylvania (B.A.) and the University of Florida (J.D.). He is admitted to the New Jersey and Florida bars.

ASSOCIATES

ANTHONY ZATKOS (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey and the United States District Court for the District of New Jersey in 2002 and the bar in New York in 2003. He is a graduate of Seton Hall University (B.S., Mathematics 1996) and the Seton Hall University School of Law (J.D. 2002).

Early in his legal career, Mr. Zatkos practiced personal injury and civil rights law in New York City, as well as family law in New Jersey. He also served as a contributing writer and editor on The Yudes Family Law Citator, published each year by the New Jersey Institute of Legal Education. Since that time, his focus in practice has been electronic discovery, where Mr. Zatkos has learned the nuances of this growing field. With this experience, he has worked on cases covering a myriad of matters, including pharmaceutical patents, mergers, due diligence, residential mortgage-backed securities, anti-trust, bankruptcy, fraud, contract, and, most recently, class action. Prior to joining the firm, Mr. Zatkos worked directly with firm members on several class-action matters.

NICHOLAS R. McCLELLAND (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey in 2018 and is also admitted to practice in the United States District Court for the District of New Jersey. He attended Syracuse University (B.A. in Philosophy and Political Science 2015) and Seton Hall Law School (J.D. 2018). Following law school, Mr. McClelland served as Judicial Law Clerk to the Honorable Alan G. Lesnewich, J.S.C., of the Superior Court of New Jersey, Union County. Prior to joining LDGA, Mr. McClelland was engaged in the practice as a civil litigation associate at a regional law firm based in Monmouth County.

NICOLE A. FLYNN (Newark Office) is an associate with the firm in our Newark office. She was admitted to the bar in New Jersey in 2023. Ms. Flynn returned to LDGA in September of 2023 after working as a law clerk at the firm in the summer of 2022. During law school, Ms. Flynn worked as a legal intern for Advocates for Children of New Jersey in Newark. She graduated from Rutgers University with a Bachelor's Degree in History and a Master's Degree in Education. Ms. Flynn earned her Juris Doctor from Seton Hall School of Law, where she was in the part-time program. While in law school, she taught full-time at a middle school in Bergen County.

COLLIN J. SCHAFFHAUSER (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey in 2023. Mr. Schaffhauser graduated from Rutgers University New Brunswick in 2016 with a Bachelor's degree in Political Science and Minors in History and German. Prior to law school, Mr. Schaffhauser worked as a paralegal handling matters related to debtors' and creditors' rights. Mr. Schaffhauser then obtained his J.D. from Rutgers Law School Newark in 2023.

While in law school, Mr. Schaffhauser was a member of the Rutgers Moot Court Board, the Rutgers Journal of Law and Public Policy, and the National Appellate Advocacy Team. In

these endeavors, Mr. Schaffhauser argued before the Honorable Kevin McNulty (U.S.D.J.) and won the 2022 Nathan Baker Mock Trial Competition; wrote a note, “A Restraint of Speech as a Restraint of Trade: How Rediscovering Antitrust’s Equitable Origins and Evolution Can Help Protect America’s Democracy and Economy,” published in the Journal of Law and Public Policy in August 2024; and won the second-best brief and fourth-best oralist awards in the 2023 Touro Law – Law & Religion Appellate Competition. Mr. Schaffhauser also worked at a civil litigation firm during law school and handled contract, employment, and personal injury cases, conducting legal research and drafting legal documents for state and federal courts at both the trial- and appellate-level.

Prior to joining LDGA, Mr. Schaffhauser served as a judicial law clerk to the Honorable Maritza Berdote Byrne, J.A.D., of the Appellate Division of New Jersey Superior Court. Outside of LDGA, Mr. Schaffhauser coaches for the Rutgers Law School Newark National Appellate Advocacy Team and helped coach the winners of the 2024 Touro Law – Law & Religion Appellate Advocacy competition.

ERIN M. McNAMARA (Newark Office) is an associate with the firm in our Newark office. She was admitted to the bar in New Jersey in 2023. Ms. McNamara graduated from Boston College in 2020 with Bachelor’s degrees in English and Psychology. She then obtained her J.D. from Seton Hall Law School in 2023, where she was a Chancellor Scholarship recipient. During law school, she served as a Mock Trial Board Member and worked as a law clerk at a Plaintiff’s personal injury firm in Chatham, New Jersey. Prior to joining LDGA, Ms. McNamara served as a Judicial Law Clerk to the Honorable Rosemary E. Ramsay, P.J. Cv. in the Morris County Superior Court, Civil Division.